

The Board of Supervisors met on 5/18/21 at 10:00 a.m. in the Story County Administration Building. Members present: Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov)). Heddens noted due to mitigation efforts the recommendations for social distancing in order to help slow the spread of the COVID-19 virus and limited space, the meeting will be provided via Zoom originating from the Story County Administration Building.

**ADOPTION OF AGENDA:** Heddens added a personnel action form for Timothy Patterson, pay adjustment effective 5/9/21; removed item #8 from the Consent Agenda; and removed item #15 from Other Reports for consideration at a later date. Faisal moved, Murken seconded adopting the agenda with stated changes. Motion carried unanimously (MCU) on a roll call vote.

**PROCLAMATION DECLARING MAY 2021 AS MENTAL HEALTH MONTH:** The Board read the Proclamation. Murken moved, Faisal seconded the approval of the Proclamation. Roll call vote. (MCU) Karla Webb, Community Services Director, thanked the Board and the City of Ames will have a mental health public forum on 5/20/21. Murken requested staff put the forum information on the County's website.

**THE SALVATION ARMY ANNUAL REPORT:** Cari McPartland, Director, highlighted items from the submitted written report.

**MINUTES:** 5/4/21 & 5/11/21 Minutes – Heddens asked to consider the minutes separately. The Board concurred. Faisal moved, Murken seconded the approval of 5/4/21 Minutes as presented. Roll call vote. (MCU) Murken moved, Faisal seconded for 5/11/21 minutes with noted change. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 5/18/21, in Environmental Health for Taylor Jorgensen @ \$24.67/hr; 2) pay adjustment, effective 5/9/21, in Information Technology for Timothy Patterson @ \$27.09/hr; effective 5/23/21, in a) Recorder's Office for Kristie See @ \$19.45/hr; b) Secondary Roads for Jim Hovick @ \$33.46/hr; David Vawter @ \$33.46/hr; c) Sheriff's Office for Russell Bauer @ \$2,351.20/bw; Travis Harrison @ \$2,398.40/bw; Brianna Schaper @ \$1,946.40/bw; Zachary Skelton @ \$2,401.60/bw; Selena Sweet @ \$1,862.40/bw. Faisal moved, Murken seconded the approval of Personnel Actions as changed. Roll call vote. (MCU)

Murken moved, Faisal seconded the approval of Consent Agenda as amended.

1. Bulletproof Vest Partnership Grant for vests purchased after 4/1/2021 for \$2,800.00
2. Agreement between Treasurer's Office and Master's Touch for tax statements
3. Central Iowa Community Services (CICS) Statement of Understanding in reference to the 28E Agreement, effective 5/23/21-6/30/21, for Jennifer Kerns
4. Contract Amendment for ChildServe to transfer funds from Child Care–Infant to Child Care–Children
5. Agreement with Iowa Department of Transportation for Surface Transportation Block Grant Program Federal-Aid Swap Project
6. Appointment by the Sheriff of Tom Cahill to the Compensation Board for a four-year term ending 6/30/25
7. Amendments to the Economic Development Process and Policies
9. Utility Permits: #21-5638, #21-5639, #21-5640, #21-5641, #21-5642, #21-5643
10. Letter of Support for United Way of Story County Local College Access Network (LCAN) Grant Application

Roll call vote. (MCU)

**SECOND CONSIDERATION OF ORDINANCE NO. 293, AMENDING CHAPTER 80, FLOODPLAIN**

**MANAGEMENT PROGRAM, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS:** Amelia Schoeneman, Planning and Development Director, reported on no changes and no comments received; she recommended approval on Second Consideration, waiving Third Consideration. Heddens opened the public hearing at 10:31 a.m., and, hearing none, she closed the public hearing at 10:31 a.m. Faisal moved, Murken seconded the approval of Second Consideration of Ordinance No. 293, Amending Chapter 80, Floodplain Management Program, of the Story County Land Development Regulations and Waiving Third Consideration. Roll call vote. (MCU)

**MINIMUM SAFETY REQUIREMENTS FOR TANNING FACILITIES, DIRECTING THE ENVIRONMENTAL HEALTH DEPARTMENT TO DRAFT AN ORDINANCE FOR A FUTURE PUBLIC HEARING:** Margaret Jaynes, Environmental Health Director, reported on background information with attached options. Murken for clarification about Iowa Department of Public Health (IDPH) information. Jaynes provided history and reviewed the next steps. Heddens clarified that Jaynes was looking for direction and then will set a date for public hearing. Jaynes stated yes. Heddens asked about process. Faisal stated a preference for Option 3. Heddens supports Option 2. Murken sees merits to both but would choose Option 3. Discussion took place. Murken stated the Board is not unanimous but directed Jaynes to pursue Option 3 and to return next week.

**DISCUSSION OF FACE COVERING RESOLUTION:** Faisal reported on the need for discussion due to new federal Centers for Disease Control (CDC) guidelines and limitations. Heddens reported the Board of Health (BOH) will meet on 5/20/21 and provide any new recommendations on regulations. Murken clarified if the BOH lifts regulations then no public hearing is necessary. Heddens stated yes. Murken read the resolution: regulations will be lifted upon the recommendation of the BOH.

**UPDATE ON COUNTYWIDE WATERSHED ASSESSMENT AND IMPLEMENTATION MATRIX:** removed for consideration at a later date.

**UPCOMING AGENDA ITEMS:** Heddens reported on the tanning ordinance issues will return.

**CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c):** Murken moved, Faisal seconded to go into closed session at 10:54 a.m. Heddens called for a five-minute recess prior to closed session.

Heddens reconvened the Board in open session at 11:46 a.m.

**APPEAL IN COUNTRY SUNRISE PROPERTIES, LLC; MARTHA CLIFFORD, AS TRUSTEE OF THE MARTHA R. CLIFFORD REVOCABLE TRUSTS; E.I. SARGENT & ASSOCIATES, LLC (SUCCESSOR TO SARGENT LEASE ROYALTY TRUST); MARK J. AND JULIE A. KENNEY; BETTY J. KOOS; DENNIS P. SMITH AND SONDR A CHILDS SMITH; SMITHCHILDS, INC. VS. STORY COUNTY BOARD OF DRAINAGE DISTRICT NO.**

**5:** Murken moved, Faisal seconded to not appeal the case at this time. Roll call vote. (MCU)

Faisal moved, Murken seconded to adjourn at 11:47 a.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
5/18/21

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting

**SPECIAL NOTE TO THE PUBLIC:** Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, the capacity of our meeting room is significantly limited. Therefore, public access to the meeting will be provided via Zoom.

**Members of the public can participate by using the information below:**

**To join the zoom meeting by computer, tablet, smartphone:**

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

**To join the meeting by telephone:**

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
7. Consideration Of Proclamation Declaring May 2021 As Mental Health Month - Karla Webb

Department Submitting Community Services

Documents:

MENTALHEALTHMONTH2021PROCLAMATION.PDF

8. AGENCY REPORTS:

- I. The Salvation Army Annual Report - Submitted Report

Department Submitting Auditor

Documents:

TSA ANNUAL REPORT.PDF

9. CONSIDERATION OF MINUTES:

I. 5/4/21 & 5/11/21 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire, effective 5/18/21, in Environmental Health for Taylor Jorgensen @ \$24.67/hr; 2)pay adjustment, effective 5/23/21, in a)Recorder's Office for Kristie See @ \$19.45/hr; b)Secondary Roads for Jim Hovick @ \$33.46/hr; David Vawter @ \$33.46/hr; c)Sheriff's Office for Russell Bauer @ \$2,351.20/bw; Travis Harrison @ \$2,398.40/bw; Brianna Schaper @ \$1,946.40/bw; Zachary Skelton @ \$2,401.60/bw; Selena Sweet @ \$1,862.40/bw

Department Submitting HR

11. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of The Bulletproof Vest Partnership Grant For Vests Purchased After 4/1/2021 For \$2,800.00

Department Submitting Sheriff

Documents:

BPV PARTNERSHIP.PDF

II. Consideration Of Agreement Between Treasurer's Office And Master's Touch For Tax Statements

Department Submitting Treasurer

Documents:

MASTERS.PDF

III. Consideration Of Central Iowa Community Services Statement Of Understanding In Reference Of The 28E Agreement Effective 5/23/21 - 6/30/21 For Jennifer Kerns

Department Submitting Community Services

Documents:

STATEMENT OF UNDERSTANDING 5 23 21.PDF

IV. Consideration Of Contract Amendment For ChildServe To Transfer Funds From Child Care – Infant To Child Care – Children

Department Submitting Board of Supervisors

Documents:

CHILDSERVE COVER LETTER.PDF  
CHILDSERVE AMENDMENT.PDF

V. Consideration Of Agreement With Iowa Department Of Transportation For Surface Transportation Block Grant Program Federal-Aid Swap Project

Department Submitting Engineer

Documents:

IDOT SWAP PROJECT ARG.PDF

VI. Consideration Of Appointment To Compensation Board For A 4 Year Term Ending June 30, 2025 - Tom Cahill

Department Submitting Sheriff

VII. Consideration Of Amendments To The Economic Development Process And Policies

Department Submitting Board of Supervisors

Documents:

DRAFT ED POLICIES MAY.PDF

VIII. Consideration Of Brant Lemer Site Development Plan

Department Submitting Planning and Development

Documents:

SITE PLAN.PDF  
TRAFFIC IMPACT ANALYSIS.PDF  
HOOP STORAGE UNIT EXAMPLE.PDF  
MEMO.PDF

IX. Consideration Of Utility Permit(S): #21-5638, 21-5639, 21-5640, 21-5641, 21-5642, 21-5643

Department Submitting Engineer

Documents:

UT 21 5638.PDF  
UT 21 5639.PDF  
UT 21 5640.PDF  
UT 21 5641.PDF  
UT 21 5642.PDF

UT 21 5643.PDF

X. Consideration Of Letter Of Support For United Way Of Story County LCAN Grant Application

Department Submitting BOS

Documents:

LETTER OF SUPPORT.PDF

12. PUBLIC HEARING ITEMS:

I. Second Consideration Of Ordinance No. 293, Amending Chapter 80, Floodplain Management Program, Of The Story County Land Development Regulations – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

ORDINANCE AND MEMO.PDF

13. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Minimum Safety Requirements For Tanning Facilities, Directing The Environmental Health Department To Draft An Ordinance For A Future Public Hearing

Department Submitting Environmental Health

Documents:

OPTIONS FOR TANNING ORDINANCE.PDF  
IDPH EMAIL.PDF  
MINIMUM REQUIREMENTS.PDF

II. Discussion Of Face Covering Resolution - Faisal

Department Submitting Auditor

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

I. Update On Countywide Watershed Assessment And Implementation Matrix

Department Submitting Board of Supervisors

Documents:

WATERSHED IMPLEMENTATION MATRIX PRESENTATION SPRING 2021.PDF

16. UPCOMING AGENDA ITEMS:

17. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

18. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

19. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) - Ethan Anderson, Story County Assistant Attorney

Iowa Code Section 21.5(1)(c) – to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Department Submitting Attorney

20. Discussion And Consideration Of Appeal In Country Sunrise Properties, LLC; Martha Clifford, As Trustee Of The Martha R. Clifford Revocable Trusts; E.I. Sargent & Associates, LLC (Successor To Sargent Lease Royalty Trust); Mark J. And Julie A. Kenney; Betty J. Koos; Dennis P. Smith And Sondra Childs Smith; Smithchilds, Inc. Vs. Story County Board Of Drainage District No. 5 – Ethan Anderson

Department Submitting Attorney

21. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors

Agenda

5/18/21

NAME

ADDRESS

Sandra King  
Ester Anderson  
Matt S. Wall  
Bob Goodwin

BUS  
SCAO  
Audubon Office  
2211 Philadelphia Street  
Suite 101 Ames IA 50010

# PROCLAMATION

## STORY COUNTY

### Mental Health Month M ay 2021

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, Mental Health America reports that 9.7% of youth have severe major depression. This rate was highest among youth who identify as more than one race, at 12.4%. Even before COVID-19, the prevalence of mental health illness among adults was increasing, an increase of 1.5 million people over last year's data. In addition, Mental Health America, from January 2020 to September 2020, there was a reported 93% increase in anxiety screenings and 62% increase in depression screenings; and

WHEREAS, education is an effective way to reduce the stigma of mental health illnesses; and

WHEREAS, mental health illnesses are real and prevalent in our county regardless of socioeconomic boundaries; and

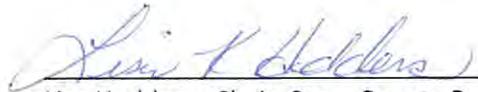
WHEREAS, we encourage our citizens to get help for mental health illnesses and to understand it is as important to treat as any other illness, such as diabetes or heart disease; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health illnesses and has a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, through increased awareness, we can achieve our goal to abandon negative stigmatism and reinforce our acceptance of individuals seeking treatment; then

THEREFORE, We the Story County Board of Supervisors, do hereby proclaim May 2021 as Mental Health Month in Story County, Iowa. We also call upon the citizens, government agencies, public and private institutions, businesses and schools of Story County, Iowa to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages.

Signed this 18th day of May 2021



Lisa Heddens, Chair, Story County Board of Supervisors



## THE SALVATION ARMY AMES SERVICE CENTER

703 E. Lincoln Way  
Ames, IA 50010  
Office: 515.233.3567  
Fax: 515.233.3713

The Salvation Army  
Annual Review

Dear Supervisors,

GENERAL BRIAN  
PEDDLE  
COMMISSIONER  
ROSALIE PEDDLE  
*International Leaders*

Thank you for the funding provided to The Salvation Army each year and for the invitation share about how The Salvation Army serves Story County. The Salvation Army has had its physical location in Ames since May of 2012, but we've been serving Ames for many years prior to that from the Boone office. We offer Homelessness and Hunger Prevention, Representative Payee and Emergency Disaster Services.

COMMISSIONER F.  
BRADFORD BAILEY  
COMMISSIONER HEIDI  
BAILEY  
*Territorial Leaders*

This past year we've seen many changes, specifically Covid related. A few examples:

1. Our office has been closed to the public now for about a year however, we are still providing services via phone and/or zoom. As of now, we don't have a re-opening plan.

2. We are taking pantry/market orders over the phone. We collect information including food allergies, foods they won't eat and types of meat they would like. Then our volunteers pack boxes for the families and we are putting food in our vestibule for our clientele to pick up to minimize contact between our volunteers and clientele.

MAJOR GREG  
THOMPSON  
MAJOR LEE ANN  
THOMPSON  
*Divisional Leaders*

3. Homelessness Prevention and Payee Intakes are completed on the phone and or in zoom calls, if possible. I have them email me the paperwork needed, or I get it directly from the landlord or utility company. This minimizes contact for both parties involved.

4. Our Payees come weekly, in person, for their checks. Everyone is required to mask up and offer the option of mailing their checks to them.

MAJOR JASON POFF  
*Local Leader*

5. We are starting a delivery program for Ames only (for now), which mirrors that which MICA created. We'll start out one day per week and gradually build up, if that becomes necessary. That should start by June 1st.

Let me share about the two services that Story County funds:

CARI MCPARTLAND  
Service Center  
Administrator

1. Emergency Disaster Services- Our billed time is primarily done for disaster preparedness. Though we have not billed for anything yet, we will be doing some in-house preparing for disaster for tornado season. We were part of the Story County Disaster Coalition before it's disbanding, however, the EMA team is aware that we are on call and prepared to respond to a disaster when and if it happens. We can call on surrounding Salvation Army Corps to assist, which could include bring in a canteen to me serving out of our van.

2. Hunger Relief: The Food Pantry & Doing The Most Good Market (fresh produce, bakery items, dairy and other pre-packaged items) has seen the biggest change over the past year. Covid has actually reduced the number of people we have served and who come to and/or call our office. Since July of 2020, we have served a total of 7,027 people: 2,475 separate visits to our pantry and 1,483 to the market. In addition, we have gleaned 108,308 pounds of food from our partners: Walmart, Starbucks, Fareway and Kum & Go. We are supporting food pantries County-wide by sharing our gleaned food. We provide to Cambridge, Colo, Nevada, Story City and Zearing by giving sandwiches, meat, produce and other items that we have extra of. In addition, we give food three days per week to The Bridge Home and one day a week to Romero House, a new Men's shelter in Ames. We also support the Hispanic Food Drive at St. Cecelia's Church once a month. We served 12 families/34 individuals in unincorporated areas in the County. In addition, we served 14 families/27 individuals with at least one ISU student in the household. We served 11 households/15 individuals who are homeless (living in hotel, doubled up or another uninhabitable site). Finally, we have served 12 households/25 individuals who are new to us or who are new to us or who haven't needed assistance in the past two years.

### DOING THE MOST GOOD

"...THERE IS NO REWARD EQUAL TO THAT OF DOING THE MOST GOOD TO THE MOST PEOPLE IN THE MOST NEED." – EVANGELINE BOOTH



## THE SALVATION ARMY AMES SERVICE CENTER

I'd be remiss if I didn't share about the other services offered:

1. Homelessness Prevention: We are supporting residents of Story County by offering funds to help them remain housed for at least one more month. We have assisted 158 families with rent and/or utilities, keeping a total of 481 people with a roof over their heads. Of these families, 102 are brand new to us, meaning we are either meeting them for the first time or it has been over two years since we've assisted. Of these families, 5 households have at least one ISU student. The Salvation Army has assisted with a total of \$52,669.49 to help people maintain their living arrangement. Some of those have been hotel stays when the shelter(s) are full.

2. Representative Payee Program: We manage the Social Security benefits of people who have been deemed by either the courts or SSA unable to manage their funds on their own. We assure that food, clothing, shelter, utilities, dental and medical care and personal comfort items are paid for before issuing spending money. We are currently working with 62 clients, 58 of which reside in Story County. We have two on a waiting list, which is the lowest total we've had in years. It is our goal to begin services with those two in the next couple of months. Our Representative Payee Coordinator, who is terrific, has put in 2,343 case management hours this fiscal year thus far. We have 4 volunteers that have volunteered 251 hours. The Social Security Administration often refers to us and we will prioritize people who don't have access to their benefits because said benefits are being held up at Social Security until a payee is appointed or because of sudden loss of their payee.

In order to make all these programs run, we have engaged volunteers by utilizing the great work of the Volunteer Center of Story County and Retired Senior Volunteer Program to help us meet our needs. They help in the Food Pantry, Representative Payee Program and with our Christmas activities. I would add that I am very concern about the VCSC closing its doors at the end of June. This is going to have a ripple effect throughout non-profit agencies in the County, leaving those who reside here all year long and who are the backbone of our agencies, the difficult task finding us and the needs we have in our agencies.

I also want to share my concern that Central Iowa Community Services is no longer going to serve our new Representative Payee clients who have MH/DD/ID diagnoses and are required by SSA to have a payee. Though we are thankful that those who are currently receiving services will continue to receive the funding, my concern is for others who may need assistance down the road. We will need to seek out new financial assistance for our new clientele, particularly those who are extremely low income but still must pay for their services despite having a qualifying diagnosis.

Thank you again for your support over the years. We are fortunate to have Story County's support in all our endeavors. If you should have any questions, please feel free to contact me at [cari.mcpartland@usc.salvationarmy.org](mailto:cari.mcpartland@usc.salvationarmy.org) or by phone at 515-233-3567.

Sincerely,

Cari McPartland  
Site Administrator  
The Salvation Army of Ames & Story County

DOING THE MOST GOOD™

"...THERE IS NO REWARD EQUAL TO THAT OF DOING THE MOST GOOD TO THE MOST PEOPLE IN THE MOST NEED." – EVANGELINE BOOTH



# SUBMIT APPLICATION

1. Agency Profile

2. Application



Application Profile



Application



NIJ Approved Vests



Submit Application

2.5 Submit Application

3. Payment

4. Status

5. Personal Information

Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235  
(Expires: 10/31/2016)

**PLEASE NOTE:** Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered on or after April 1, 2021. Once the open application period closes, funding levels will be established and all applicants will be notified.

APPLICANT INFORMATION

Participant	STORY COUNTY
Fiscal Year	2021
Number of Agencies Applied	1
Total Number of Officers for Application	37
Number of Officers on Approved Applications	37

OFFICER INFORMATION

Fiscal Year	2021
Vest Replacement Cycle ⓘ	5
Number of Officers	37
Number of Stolen or Damaged Emergency Replacement Needs ⓘ	0
Number of Officer Turnover	1

**Application for Funding**

<b>Name</b>	<b>Quantity</b>	<b>Extended Cost</b>	<b>Tax, S&amp;H*</b>	<b>Total Cost</b>
STORY COUNTY	7	\$5,600.00	\$0.00	\$5,600.00
Grand Totals	7	\$5,600.00	\$0.00	\$5,600.00
<b>Requested BVP Portion of Total Cost, up to:</b>				\$2,800.00

\* Total Taxes, Shipping and Handling Cost for each Application

SUBMIT APPLICATION FOR BVP APPROVAL

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.



# CEO CERTIFICATION

## 1. Agency Profile

## 2. Application

## 3. Payment

## 4. Status

## 5. Personal Information

## Help

JUR: STORY COUNTY, IA

LOGOUT

OMB #1121-0235

(Expires: 10/31/2016)



### General Certification

U.S. Department of Justice  
Office of Justice Programs

**Patrick Leahy Bulletproof Vest Partnership Grant**  
Certifications and Assurances  
by the Chief Executive of the Applicant Government

On behalf of the applicant, and in support of this application for an award under the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice (Department), that all of the following are true and correct:

- a. I have the authority, as chief executive of the applicant to make the following representations on behalf of myself and the applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the applicant based on its application.
- b. The applicant has the legal authority to apply for the federal assistance sought by the application, and that it has funds sufficient to pay any required non-federal share of project costs.
- c. I assure that, throughout the period of performance for the award (if any) made by OJP based on the application, the applicant will-
  - i. comply with all award requirements and all federal statutes and regulations applicable to the award;
  - ii. require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
  - iii. maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- d. The applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-
  - i. the applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
  - ii. the applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)), and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply, and
  - iii. on behalf of the applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- e. The applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal

regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).

f. I assure that the applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application. The applicant agrees that documentation to support the BVP application and payment requests will be kept for at least a three year period.

g. I certify that submission of this application for funding under the BVP Grant Act constitutes the legally binding acceptance by the applicant of the terms and conditions set forth in the application, and of the BVP program's statutory, regulatory, and programmatic requirements, restrictions, and conditions.

h. The applicant understands that, in the case of any equipment or products that may be purchased under an award under the BVP Grant Act, it is the sense of the Congress that BVP recipients receiving the assistance should, in expending the award funds, purchase only American-made equipment and products.

i. No funding received under any other Federal grant program will be used to pay or defer the cost, in whole or in part, of the matching requirement of 31 USC § 10531(1), except as provided in 31 USC § 10531(2) regarding funds appropriated for the activities of any agency of an Indian Tribal government or the Bureau of Indian Affairs.

j. The applicant EITHER:

i. did NOT (or will NOT) apply for a Justice Assistance Grant (JAG) Local award for the same fiscal year as that of this application; OR

ii. HAS applied for (or WILL apply for) a JAG Local award for the same fiscal year as that of this application and has considered but did NOT (and does NOT) expect to use those JAG Local award funds for any part of the cost of purchasing armor vests (including either the federal or the match portion).

I acknowledge and accept the General Certification

#### Funding Limits Certification

a. I acknowledge that all funding awards will be subject to the availability of funds and I acknowledge that there is no guaranteed level of funding associated with the submission of this application to the BVP program.

b. The applicant will meet its financial and contractual obligations associated with any purchase transactions, regardless of the amount of funding received under this application.

I acknowledge and accept the Funding Limits Certification

#### Mandatory Wear Policy Certification

a. The applicant has a written, mandatory-wear policy that establishes general requirements for law enforcement and corrections officers, assigned to uniformed functions, to wear (subject to appropriate exceptions as determined by the applicant) bullet-resistant vests and that this policy is in effect on the date this application is submitted.

b. I assure that the foregoing written mandatory-wear policy will remain in effect during the service life of any and all vests purchased with federal funds under this award.

c. To the best of my knowledge and belief, after diligent inquiry and review, this applicant is, at the time this application is submitted, in compliance with the foregoing mandatory-wear policy.

d. I assure that the applicant will remain in compliance with the foregoing mandatory-wear policy throughout the service life of any and all vests purchased with federal funds under this award.

I acknowledge and accept the Mandatory Wear Policy Certification

#### Unique Vest Fit Certification

- a. To the best of my knowledge and belief, after diligent inquiry and review, I certify that, at the time this application is submitted-
- i. The criteria and protocols, made available by the BVP program, for providing "uniquely fitted" ballistic or stab-resistant vests to officers have been reviewed.
  - ii. All of the applicant's law enforcement and corrections officers have been provided with access to the ASTM International "Standard Practice for Body Armor Wearer Measurement and Fitting of Armor"-ASTM Standard E3003 and the Justice Information Technology Center's "Personal Armor Fit Assessment".
  - iii. All of the applicant's law enforcement and corrections officers have been notified that, upon their request, they will be provided with the opportunity to receive a protective vest that is uniquely fitted to them.

*Note: In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer.*

I acknowledge and accept the Unique Vest Fit Certification

#### Signature Acknowledgement Certification

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that payments under OJP programs such as the BVP program, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

I acknowledge and accept the Signature Acknowledgement Certification

As the chief executive officer (or designee), authorized to submit this application, I hereby enter my full name in the space provided below:



SUBMIT

BACK



2021

# Mailing Instructions - Page 1

Customer name: Story IA Treasurer

Sales Representative: Todd Claussen

Mission Manager: Melanie Noblin

Name of this mailing project:  
MH Tax Billing

Expected record quantity: 1500

Date you anticipate sending the final production file:  
Late June

**1. Target Mail Date Range:** Early July To Mid July

If we complete the project early, are we ok to mail early?

Yes

No

Promise mail date will be based on prior agreement or 7-10 workdays after final data proof approval. Target and promise mail dates are not necessarily the same.

## 2. Preprinted Stock:

Form size:

Legal

Letter

4 x 6 postcard

4 1/4 x 5 1/2 postcard

Other (list dimensions): \_\_\_\_\_

## 3. Outside mail envelope:

#10 Universal window

#10 custom printed window

Other (list dimensions/size): \_\_\_\_\_

None

## 4. Reply envelope? Yes No

#9 universal window One  Two

#9 custom printed One  Two

Other One  Two

**5. Inserts:** Will you have any? If yes, please fill out descriptions below. If no, skip to the "Leftover stock" section

Yes  No

Insert #1 - Size \_\_\_\_\_

Reference Name for insert \_\_\_\_\_

Insert #2 - Size \_\_\_\_\_

Reference Name for insert \_\_\_\_\_

Insert #3 - Size \_\_\_\_\_

Reference Name for insert \_\_\_\_\_

Insert #4 - Size \_\_\_\_\_

Reference Name for insert \_\_\_\_\_

## 6. Extra / Leftover stock:

Statements: Would you like any blank statements shipped to you for in-office use?

Yes  No  How many? 200

What information will print on them?

8.5 x 11 Tax Statements - print ahead of tax mailing

Mailing Envelopes: If you are using a custom printed mailing envelope, would you like any printed without our permit and shipped to you?

Yes  No  How many? \_\_\_\_\_

Reply Envelopes: If you are using a custom printed reply envelope, would you like any shipped to you?

Yes  No  How many? \_\_\_\_\_

Inserts: Would you like any special inserts shipped to you after the mailing?

Yes  No  Which one(s)/How many?

NOTE: Inserts that require folding for inserting will also be folded when those extras are returned to you.

NOTE: If excess stock is printed that you do NOT want shipped to you after the mailing is completed, we can store them in our inventory until your next mailing. Otherwise they will be recycled. Tell us what items if any you would like us to store:

NOTE: Only full cartons will be stored, no partial cartons. After 12 months these items will be recycled or returned to you. Shipping charges will apply.

## 7. Data and Address Handling:

CASS and LACS address updates are applied to your data automatically. Based upon legal directives, our default is to NOT apply NCOA/move updates. The charge is 8 cents per NCOA move unless you direct us to update to the "move to" address. We highly discourage NCOA updates as these updates are routinely incorrect.

Update NCOA address: Yes  No

Signature Todd Claussen

Title Story County Treasurer

## 8. IMb Trace: (See page 4 for more information on IMb Trace):

Would you like to use IMB Trace at \$0.005 per record?

Yes  - for outgoing mail?

Yes  - for return mail (must use a #9 window so remit address/ barcode shows through)

No

**9. PDFs:** Would you like PDFs of every statement we print upon completion of the mailing?

Yes, 1 cent per record, \$50.00 minimum

Yes - and index the file for quick search for 1.5 cents per record

Yes - 1.5 cents per record (individual files)

No thank you

## Notes:



## Mailing Instructions - Page 2

### 10. Deduping: (NOT used for statements/invoices mailings)

When you have duplicate records, how would you like those handled?

- Do not remove duplicates – mail to all records
- Remove duplicates on exact name and address match – only 1 mail piece per name per address
- Remove duplicates on address match – only 1 mail piece will go to each address
- Remove duplicates based on this field in our data:

### 12. eNoticesOnline:

Would you like to use eNotices?

- Yes
- No
- Would like to learn more

Do you want to use eNotices insert? (Strongly recommended for improving registrations by 300-400%)

- Yes
- No

Will you use the ePay option for receipt of payments?

- Yes
- No
- Would like to learn more

### 13. Data Format and Proofing:

If this is our first mailing for you, or if you have changed software providers since the last time we mailed for you, what software are you currently using?

Tyler \_\_\_\_\_

**IMPORTANT:** If you are adding fields to your data since the last time we mailed for you, PLEASE ADD THE NEW FIELDS TO THE END OF YOUR FILE.

Which accounts will you want to review in your proofs? Give us specific accounts - as many as you have differing account types, including largest dollar amount, smallest dollar amount, a foreign address, longest address, special assessments, etc., etc. You can list the account numbers in an email to your Mission Manager, or in a Word file or Excel Spreadsheet. In addition, we will provide another random sampling of 50 – 100 parcels, but these specific parcels we want to be sure to include since these are the ones that most often are the most challenging to ensure accuracy.

List the names and email addresses of everyone you would like us to include in the art and data proofing emails:

Name: Ted Rasmusson Phone: 515-382-7331 Email: trasmusson@storycountyiowa.gov

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Who will be ultimately responsible for making changes and approving the proofs?

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

Who should we contact to discuss data issues? This may be the person above, or someone in your I.T. Department or software provider. Please provide the name, phone number and email address:

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

### 11. Combining or Householding:

When two or more statements mail to the exact same name and address, our default is to enclose from 2 – 8 statements in commercial size envelopes up to a maximum of 3 envelopes. Only the first envelope will include any collateral material (inserts, reply envelopes, etc.). After that, a large, flat size envelope will be used to enclose all. Tell us how you would like to handle this...

- Combine statements as described above.
- Don't combine statements, mail each record in its own outgoing envelope.
- Other specific criteria you would like to use:

Postcards are not combined - each record will mail as a separate piece.



Will OCR scanners be used to process your statement stubs (in-house or at a lockbox)?

Yes  No

If you answered yes, what is the address and contact name we should use to ship printed samples for testing?

NOTE: OCR testing is required on every mailing even if we have mailed for you before, unless you provide in writing to your Mission Manager that The Master's Touch will NOT be held responsible for any additional time or costs incurred as a result of failure to read properly in the final mailing.

**14. Special Instructions:**

Are there any records in your file you want us to suppress from printing and mailing?

Yes  No

If you answered yes, what is the criteria you would like us to use (zero balances, mortgage codes, etc.)?

If you use eNotices, would you like us to post these records to eNoticesOnline?

Yes  No

**IMPORTANT:** If you want us to suppress specific records in your file from printing, please provide the complete list of account numbers to your Mission Manager prior to or at the same time you send us your data file. We must have your suppression list prior to processing. We are happy to suppress any records after we process your production file, but there will be an added charge since we will either need to process your file again, or we will need to manually pull those records if already printed. The charge to reprocess a data file is \$110.00. The charge to hand pull records is \$15.00 per record. If these statements are combined in the same mailing envelopes with other statements going to the same name and address, the entire envelope and all its enclosed statements will be pulled and returned to you.

Are there any records in your file you want us to print and ship unfolded and unstuffed to you instead of mailing?

Yes  No  If Yes, which ones: Ardy may provide a list

If you answered yes, please provide the criteria for this, or send a list of the account numbers to your Mission Manager. If you use eNotices, would you like us to post these records to eNoticesOnline?

Yes  No  If Yes, which ones: \_\_\_\_\_

Are there any special instructions regarding multiple files, selective inserts, etc. we need to know about?

Yes  No

If you answered yes, please describe:



# Standard Terms and Conditions

These Standard Terms and Conditions ("Terms") are attached to and made a part of the service contract (the "Contract") between The Master's Touch, LLC ("TMT") and ("Customer"). The Terms and the Contract are collectively referred to as the "Agreement." TMT and Customer are collectively referred to as the "Parties" and each individually as a "Party."

1. **Terms Control.** In the event of a conflict between the Contract and the Terms, the Terms shall control. 2. **Payments and Late Fees.** TMT, at its option, may impose a late charge of 1.5% per month on all amounts that remain unpaid more than 10 days following the payment due date.

3. **Warranties and Limitations.** 3.1. Customer warrants to TMT on a continuing basis throughout the term of the Agreement that (a) the data it provides to TMT are materially accurate and in conformity with all of the Agreement's requirements; (b) Customer will diligently review all proofs provided by TMT to Customer and immediately notify TMT of any errors or necessary revisions; and (c) Customer and its representatives are duly authorized to transmit the data provided under the Agreement to TMT and that TMT is duly authorized to receive, use, and disclose data as set forth in the Agreement.

3.2. EXCEPT AS PROVIDED HEREIN, TMT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, NONINFRINGEMENT, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM OR USAGE IN TRADE. 3.3. In no event will TMT have any liability for damages that arise out of or that could have been prevented by Customer's diligent review of proofs provided by TMT to Customer or that are related in any way to Customer's provision to TMT of inaccurate data. If reprinting and mailing is requested due to such an error, Customer shall pay all costs associated therewith, including postage. 3.4. No claim against TMT of any kind under any circumstances will be made more than 90 days after Customer knows, or in the exercise of reasonable care could know of such claim, an act or omission of TMT that would give rise to such claim, or any material damage caused by or likely to be caused

by such act or omission or to be part of such claim. 3.5. In the event of any defect in the products or services provided under the Agreement arising solely from TMT's acts or omissions, Customer's sole and exclusive remedy is that TMT will re-run that portion of the printing and mailing determined to be defective at its expense, but TMT will not be required to pay the cost of postage for the replacement mailings. TMT will not be liable for and will not incur any credit or remedy against it for failure to provide services or functionality with respect to any data that it believes in good faith contains errors, inaccuracies, corrupt, or misleading information.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TMT WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY. 4. **Remedies Reasonable.** Customer hereby acknowledges on a continuing basis that any exclusive and/or limited remedies available in this Agreement are reasonable and sufficient and that they will not fail of their essential purpose even if Customer may not take advantage of them in some circumstances by their terms. 5. **Forum; Choice of Law.** The Parties acknowledge that TMT is headquartered in Spokane, Washington. Accordingly this Agreement and all amendments to it will be governed by the laws of the State of Washington applicable to agreements made and to be performed wholly within Washington, without regard to conflicts of laws. The Federal District Court for the Eastern District of Washington and the state courts of Spokane County, Washington will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Agreement. The Parties hereby submit to and consent exclusively and irrevocably to the jurisdiction of such courts for these purposes.

**Accepted and Agreed:**  
 The Master's Touch, LLC  
 By: Jim Coté  
 Title: President

**Accepted and Agreed:**

CUSTOMER: Story County  
 Print Name: Lisa R. Hebbens  
 Title: Chair, Board of Supervisors  
 Date: 5-18-21

I agree to these terms.

Signature: Lisa R. Hebbens

By typing my name above, I signify that I am digitally signing this form.



# CICS

Supporting Individuals. Strengthening Communities.

## STATEMENT OF UNDERSTANDING

FY 2021

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

### 6. STAFF

#### 6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. **There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region.** The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between \_\_\_\_\_ Story \_\_\_\_\_ County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Jennifer Kerns	Administrative Assistant II	100 %

Begin Date 05/23/21

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Story County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.

Lisa K Hodders  
Signature

\_\_\_\_\_  
Signature

Lisa K Hodders  
Printed Name

\_\_\_\_\_  
Printed Name

Chair, Story County Board of Supervisors

Chair, Central Iowa Community Services

5-18-21  
Date

\_\_\_\_\_  
Date

**Story County  
Provider and Program Participation Agreement Amendment No. 2**

1. This amendment is entered into this 18<sup>th</sup> day of May by and between Story County and ChildServe (Provider), original parties to the agreement dated July 1, 2020.
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**ChildServe ATTACHMENT A Amendment Effective 5/18/21  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Child Care – Children Not to Exceed \$7,500.45	1 Full Day	\$44.80
Child Care – Infants Not to Exceed \$1,999.55	1 Full Day	\$57.13

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

*This Agreement Amendment has been executed by the parties hereto, through their duly authorized officials.*

**Story County:**

**ChildServe:**

By: 

By: 

Print Name: Lisa Heddens

Print Name: Kate Reynolds

Print Title: Story County Board of Supervisors

Print Title: Ames Area Director

Date: 5-18-21

Date: 5-4-21

**Story County  
Provider and Program Participation Agreement Amendment No. 2**

1. This amendment is entered into this 18<sup>th</sup> day of May by and between Story County and ChildServe (Provider), original parties to the agreement dated July 1, 2020.
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**ChildServe ATTACHMENT A Amendment Effective 5/18/21  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Child Care – Children Not to Exceed \$7,500.45	1 Full Day	\$44.80
Child Care – Infants Not to Exceed \$1,999.55	1 Full Day	\$57.13

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

*This Agreement Amendment has been executed by the parties hereto, through their duly authorized officials.*

**Story County:**

**ChildServe:**

By: 

By: 

Print Name: Lisa Heddens

Print Name: Kate Reynolds

Print Title: Story County Board of Supervisors

Print Title: Ames Area Director

Date: 5-18-21

Date: 5-4-21



**STORY COUNTY  
BOARD OF SUPERVISORS**

**LISA HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

Story County Administration  
900 Sixth Street  
Nevada Iowa 50201  
515-382-7200  
515-382-7206 (fax)

May 12, 2021

Story County Board of Supervisors  
900 Sixth Street  
Nevada, IA 50201

RE: ASSET Contract Amendment – ChildServe

Dear Board of Supervisors,

Attached are copies of a contract amendment to transfer funds from Child Care – Infant to the Child Care - Children. The agency no longer has infants in their care for which they would need to bill the County. As a result, the funds would best be used to cover Child Care – Children services.

The agency's original total ASSET budget allocation for FY21 is unchanged. Furthermore, this transfer is made with the understanding that payments on claims will not exceed the original allocation of \$9,500.

Please let me know if you have any questions or concerns.

Respectfully,

Sandra King  
Director of External Operations and County Services

Attachment  
Contract Amendment for ChildServe (2 copies)

**IOWA DEPARTMENT OF TRANSPORTATION  
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: Story County

Project No.: STBG-SWAP-C085(164)—FG-85

Iowa DOT Agreement No.: 1-21-STBG-SWAP-009

This is an agreement between the Story County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:  
  
On R38, from Slater City Limits north 8.0 miles HMA Resurfacing
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$2,400,000 for the following phases of work as stipulated by the Central IA Region Transportation Planning Alliance :  
  
Preliminary Engineering  
Construction Engineering  
Right-of-Way  
X Construction  
Other (please specify) \_\_\_\_\_.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Central IA Region Transportation Planning Alliance current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

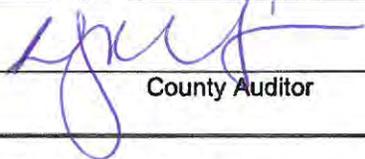
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**IN WITNESS WHEREOF**, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

---

**County Signature Block**

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 18 day of May, 2021.

  
\_\_\_\_\_  
County Auditor

  
\_\_\_\_\_  
Chair, County Board of Supervisors

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**IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration**

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
Brian J. Catus, P.E.  
Local Systems Field Engineer  
Central Region

Recommended for approval by:

 5-13-21  
\_\_\_\_\_  
Darren R. Moon, P.E. Date

**EXHIBIT 1**  
**General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

**1. General Requirements.**

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: [https://iowadot.gov/local\\_systems/publications/im/lpa\\_ims](https://iowadot.gov/local_systems/publications/im/lpa_ims). The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

**2. Programming**

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

**3. Design and Consultant Services**

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

**4. Environmental Requirements and other Agreements or Permits.**

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer); Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

**5. Right-of-Way, Railroads, and Utilities.**

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

**6. Contract Procurement.**

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
  - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

## 7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

## 8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
  - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

**9. Project Close-out.**

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

## Story County, Iowa

# Economic Development Process and Policies

Adopted by the Story County Board of Supervisors on the 2<sup>nd</sup> day of October, 2012

Amended:	April 30, 2013	May 27, 2014
	May 17, 2016	December 5, 2017
	April 2, 2019	March 31, 2020
	May 26, 2020	October 20, 2020
	March 16, 2021	<u>May 18, 2021</u>



The Board of Supervisors shall prioritize its potential tax increment financing (TIF) revenues using the following criteria as applicable:

- To fund eligible projects approved in the County's Capital Improvements Plan (CIP) which would otherwise be funded by General Fund dollars
- To fund eligible County projects in lieu of increasing general obligation debt
- To fund eligible County projects that meet the goals of the Strategic Plan
- To assist other taxing entities in the Urban Renewal Area with community improvement projects using the guidelines in this document.

The Story County Board of Supervisors developed this process and policies to establish structure and objectivity to the standard operating procedures for evaluating economic development projects. Establishing standard procedures and a framework for incentives ensures that the County's financial resources are used as efficiently and effectively as possible while limiting the impact to public budgets. Funds may or may not be available in any given year.

## Tax Increment Financing (TIF) goals, objectives and strategies

TIF assistance in Story County will be used to enhance the taxpayer's enjoyment of the county and/or to increase the taxable valuation of lands in Story County. Story County established the Urban Renewal Area Program as the formal mechanism in which to receive applications and determine funding awards as applicable. It is with the goal of **community improvement** in mind that we have developed the following criteria for evaluating proposals through the Urban Renewal Area Program using TIF assistance in Story County, Iowa:

### 1. **Percentage Limitation**

In order to maintain appropriate and consistent tax revenues for all taxing entities, TIF (revenues collected) debt payments should not exceed 50% of the available TIF increment created by the TIF property in any year. This limitation is set to realize the needs and obligations of the general fund, townships and school districts and to ensure that the utilization of TIF will have minimal impact to their ongoing operations.

### 2. **School Funding Recognition**

The County will recognize any changes to State funding capabilities and reevaluate the Economic Development Process and Policies (TIF policy) should the State change school funding formulas.

## Eligibility Requirements

1. The following types of Economic Development projects will be considered through the Urban Renewal Area Program TIF assistance:
  - a) Transportation Infrastructure Enhancement

- b) Public Land and Trail Improvement
  - c) Communication and Utility Infrastructure Expansion
  - d) Main Street and Town Center Revitalization
  - e) Housing Development, Rehabilitation, and/or Conversion
2. **No Tax Increment Rebate, Grants, Loans or Assistance to Private Business.** Story County will not use TIF funds to participate in any direct disbursement or rebate to a private entity.
  3. The Board of Supervisors may deny a request for TIF assistance if, in the Board's opinion, the applicant has other funding avenues at its disposal with which the project could be funded.
  4. **Required Match Guidelines.** It is expected that applicants identify a match of 25% of the total project costs.
  5. **Required Attendance at Pre-Application Conference.** In order to be deemed an eligible applicant, potential applicants must attend the Pre-Application Conference as describe in Step 1 in the Economic Development Project Process section.
  6. **Number of Applications Per Organization.** Only one application is allowed per organization per grant cycle. If an organization submits more than one grant application, all applications submitted by that organization will be deemed ineligible for grant funds and will not be reviewed.
 

Exception: The Board of Supervisors reserves the right to allow more than one application per organization per fiscal year, if in the opinion of the Board of Supervisors, it is in the best interest of the County and potential applicant and necessary due to extenuating circumstances beyond the control of the potential applicant.
  7. **Incomplete Applications or Applications Received Past Deadline.** To ensure fairness for all, applications that are incomplete, do not follow the guidelines, whose representative did not attend the Pre-Application Conference, or miss the deadline will not be reviewed.
  8. The Board of Supervisors may consider a request outside of the deadlines upon accepting a justification from the applicant.

## Evaluation Criteria

Applications are evaluated on strength of the project relative to community benefit; community support and partnerships; and project feasibility, schedule and budget. Meeting policy guidelines or other criteria does not guarantee the award of financial assistance. Furthermore, the approval or denial of one project is not intended to set a precedent for approval or denial of another project.

## Economic Development Project Process

The following **standard operating procedure** applies to project requests for economic development funding through the *Urban Renewal Area Program*:

**Step 1 - Pre-Application Conference** (*prior to the Third Tuesday of April – Annually*). Annually, County staff will hold an information session to review application forms, timeline, and procedures.

**Step 2 - Application Deadline** (~~*First Tuesday of June – Annually*~~ *June 30, 2021*) This is the information gathering stage of a project which will provide the foundation for subsequent decision making by the Board of Supervisors. Applicants shall submit the Urban Renewal Area Project Application and include as much information as possible.

**Step 3 – Acknowledgement of Applications** (~~*prior to the Third Tuesday of June – Annually*~~ *July 13, 2021*)

**Step 4 – Notification of Applicants** (~~*prior to the First Tuesday of July – Annually*~~ *August 3, 2021*). The Board of Supervisors shall notify the school district, municipality, and/or township trustees in the TIF district from which monies may be utilized for payment of the proposed TIF projects through the Urban Renewal Area Program. Further notice is sent to taxing authorities associated with the individual projects.

The notice shall be given by regular mail to the entities referenced above indicating how to view the project applications on file, date of the next regularly-scheduled Board of Supervisors meeting, date of consultation meeting, and include a copy of the existing Urban Renewal Area Plan. The notice requirement's intent is designed to encourage input from the area from which taxes will be utilized so that the Board can consider input from the public in its evaluation stage.

**Step 5 – Consultation Meeting** (~~*First Tuesday of August – Annually*~~ *September 7, 2021*). The Board of Supervisors will schedule a consultation meeting to discuss potential projects.

**Step 6 – Evaluation** (*prior to the First Tuesday of ~~September~~ October – Annually*). The purpose of the evaluation stage is to weigh the public costs and benefits of the project. The Board of Supervisors will evaluate the public purpose/benefit involved, the strength of the opportunity, and the public costs involved. As part of the evaluation process, the Auditor shall prepare a report showing the status of all TIF projects, monies expended and monies owed on current TIF projects so that the Board of Supervisors can evaluate the funds available for all proposed projects. Further, the Board of Supervisors recognizes the importance of citizen input on proposed projects and will post all applications for projects on its website prior to decisions on the project so that the public may review the applications and prepare for any comment at weekly meetings of the Board of Supervisors.

**Step 7 – Urban Renewal Area Plan Updated** (*prior to November 1*). Story County in consultation with the Story County Civil Attorney will prepare necessary updates to the Urban Renewal Area Plan to reflect any approved projects and present for action by the Board of Supervisors.

**Step 7 – Incur Debt** (*i.e. borrow money – prior to November 1*).

**Step 8 – Debt Certified** (*December 1*). Costs of all approved projects and the repayment schedule will be certified to the County Auditor.

### Addition of TIF Property Process

The following **standard operating procedure** applies to requests for adding property to the Tax Increment Financing list, requiring amendments to Chapter 8 – Urban Renewal of the Story County Code of Ordinances.

**Step 1 – Identification** (*prior to September 1*). A parcel is identified as a possible addition to the TIF list. Primary consideration will be given to utility structures and/or facilities, including wind turbines (as part of a Commercial - Wind Energy Conversation System (C-WEC) and solar installations as part of a Commercial - Solar Energy System (C-SES). Secondary consideration will be given to specific development requesting a specific improvement; i.e. a potential Commercial Facility requests a specific upgrade/improvement to public infrastructure.

**Step 2 – Evaluation** (*prior to September 15*). The Board of Supervisors will work with the County Assessor to ascertain projected taxable values for the property in question.

**Step 3 – Urban Renewal Area Plan and Ordinance Updated** (*prior to November 1*). Story County in consultation with the Story County Civil Attorney will prepare necessary updates to reflect any approved property to the Urban Renewal Area Plan and present the Urban Renewal Area Plan and Ordinance to the Board of Supervisors for consideration (including three readings).

**APPROVED**      **DENIED**

Board Member Initials: AKH

Meeting Date: 5-18-21

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**STORY COUNTY BOARD  
OF SUPERVISORS LISA  
HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

Story County Administration  
900 Sixth Street  
Nevada Iowa 50201  
515-382-7200  
515-382-7206 (fax)

May 18, 2021

Year III LCAN Grant Proposal Review Committee  
Community Engagement Division, Iowa College Aid

RE: Letter of Support – United Way of Story County LCAN Grant Application

On behalf of the Story County Board of Supervisors, it is my pleasure to express our continued support for year III of the Local College Access Network (LCAN) grant application. We are happy to be part of a mission that empowers Iowans to achieve lifelong success through education, training and informed decision-making.

It is rewarding to be part of a collective impact framework that includes the United Way of Story County and other community organizations who share the goal of identifying and shrinking barriers to education. We continue to support Story County College Access Network (SCCAN) through participation in meeting and related activities. Additionally, we will look for additional ways to provide support and collaborate in addressing community needs that align with SCCAN's goals.

Thank you for the opportunity to contribute to the growth of Story County residents through a coordinated community effort to increase college attainment rates and fight poverty.

Sincerely,

Lisa Heddens, Chair  
Story County Board of Supervisors

## STORY COUNTY UTILITY PERMIT

Date 5/13/21

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 4001 N Rodney Parham Rd, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Data communications on secondary route 330th Street, from 69681 330th Street, Collins to HWY 65, a distance of 0.31 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 5-10-21

Windstream Iowa Communications, LLC  
Name of Company (Applicant - Permittee)

Albert Pruh 501-748-4760

by \_\_\_\_\_ Phone no.

Recommended for Approval:

Date 5-10-21

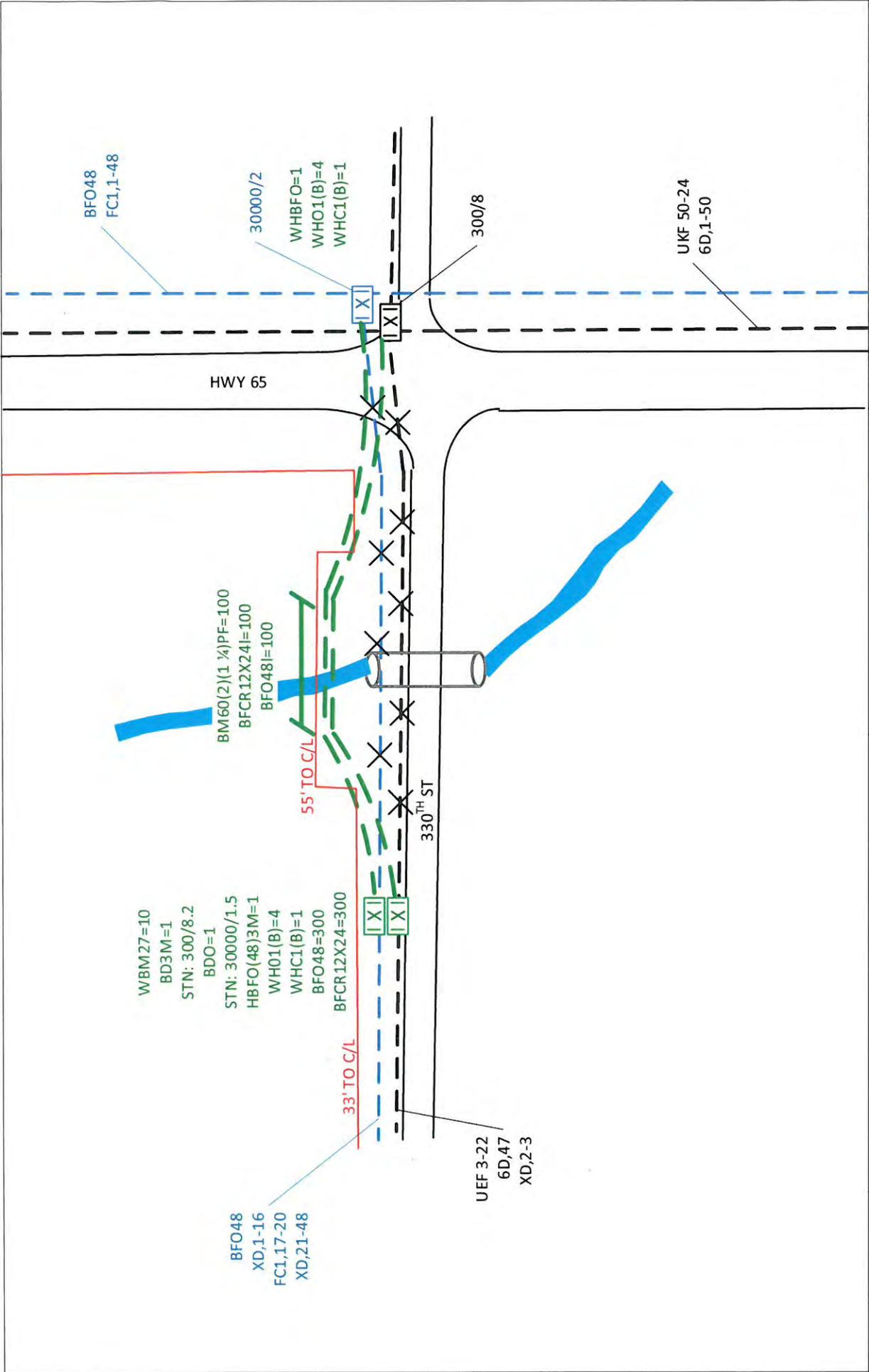
[Signature] 515-382-7355  
County Engineer Phone no.

Approved:

Date 5-18-21

[Signature]  
Chair, Board of Supervisors  
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



CALL ONE-CALL 1-800-292-8989	
48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: CLNS	DATE: 5/3/2021
WO #: 71331903000017	
TITLE: RM CLNSIA PLACE PDS AND CABLE AROUND BOX CULVERT CONST	
DRWN: SRS	PRINT: 1

**windstream.**

ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

BORE TO BE 55' OFF CENTERLINE  
 PULL COPPER AND FIBER THROUGH BORE.  
 DIG UP CABLES AND PLACE NEW PDS  
 AND CABLE TO INTERSECTION  
 BORE 6' BELOW STREAM BED FOR  
 CULVERT CONSTRUCTION



## STORY COUNTY UTILITY PERMIT

Date 5/13/21

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 640<sup>th</sup> Ave. from east side of the road under \_\_\_\_\_ to the west side of the road a distance of 156 feet.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cuttrench.

Date 5-7-21

Consumers Energy  
Name of Company (Applicant - Permittee)

641-485-4064  
by \_\_\_\_\_ Phone no.

Recommended for Approval:

Date 5-7-21

515-382-7355  
County Engineer Phone no.

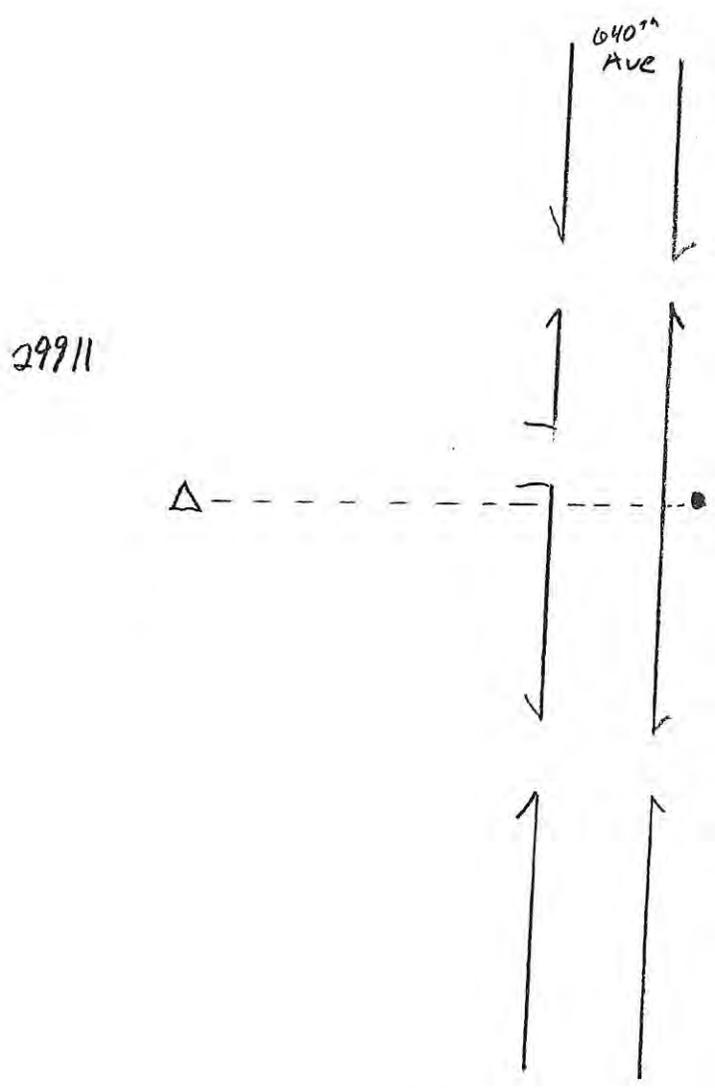
Approved:

Date 5-18-21

\_\_\_\_\_  
Chair, Board of Supervisors  
Story County, Iowa

**Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.**

↑  
N



Bore under the roadbed a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable.

## STORY COUNTY UTILITY PERMIT

Date 5/13/21

To the Board of Supervisors, Story County, Iowa:

The Windstream Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Data communications on secondary route NE 166th Ave, from 585th Ave to 58439 NE 166th Avenue, a distance of 0.14 miles.

(EPM #1264 - 71331909800035)

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
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6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

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Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 5/13/2021

Windstream Communications - Luke Niles  
Name of Company (Applicant - Permittee)

Luke Niles 501-748-5893  
by Phone no.

Recommended for Approval:

Date 5-13-21

[Signature] 515-382-7355  
County Engineer Phone no.

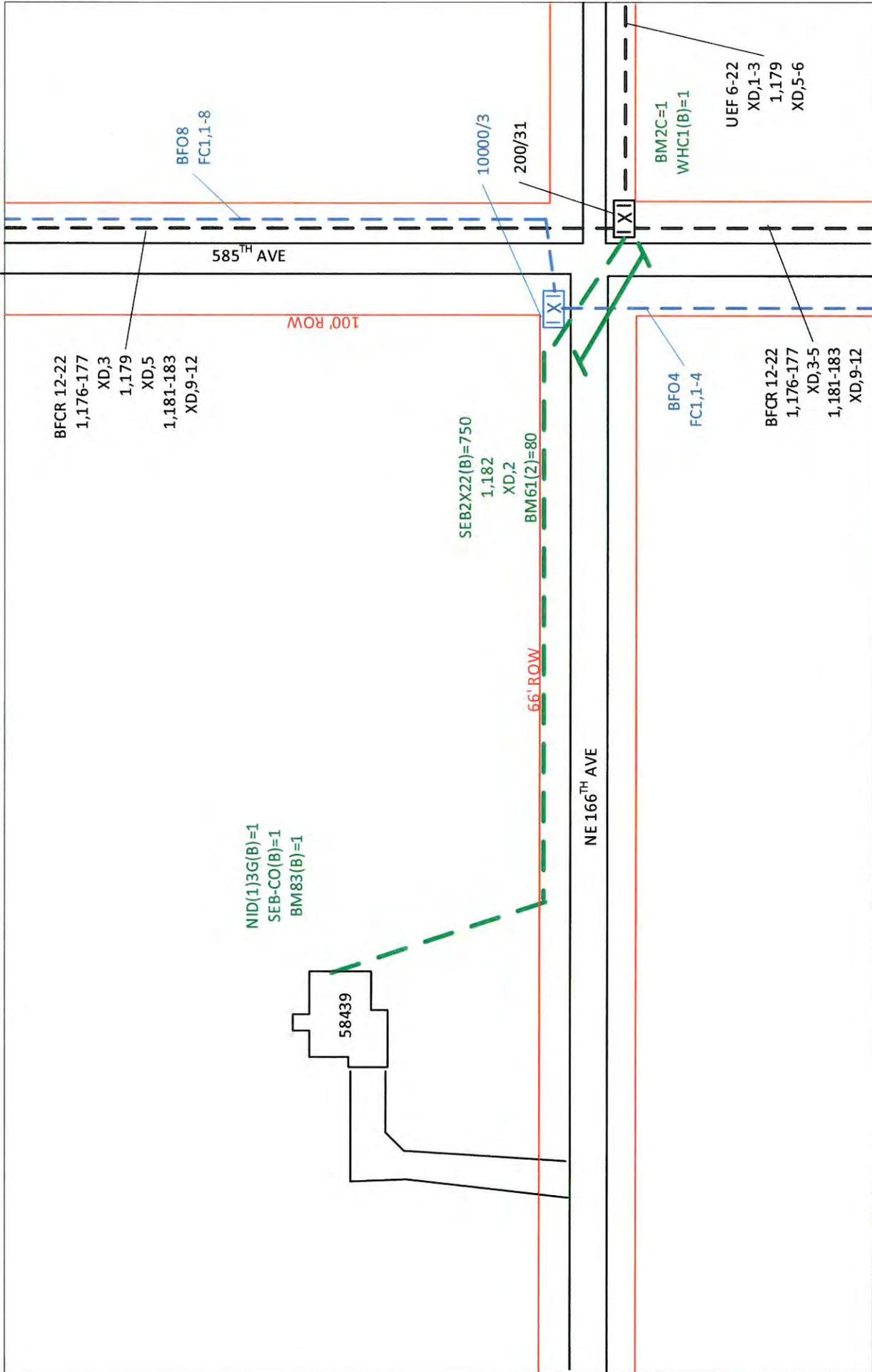
Approved:

Date 5-18-21

[Signature]  
Chair, Board of Supervisors  
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.





STORY COUNTY PERMIT REQUIRED

**windstream.**  
 ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: CMBR	DATE: 5/12/2021
WO #: 71331909800035	
TITLE: GB CMBRIA P3 BORE AND PLACE DROP TO 58439 NE 166TH AVE	
DRWN: SRS	PRINT: 1

## STORY COUNTY UTILITY PERMIT

Date 5/13/21

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route Sand Hill Trail from West ROW Line to East ROW Line a distance of 100 feet. ~~miles.~~

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from West ROW line to East ROW line under Sand Hill Trail installing a 1" PVC Service Line, a minimum of 5 feet deep. See attached Plan Sheet. Located in Section 20 in Grant Township.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 5-11-2021

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

Gayla E. Hannagan  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

Recommended for Approval:

Date 5-12-21

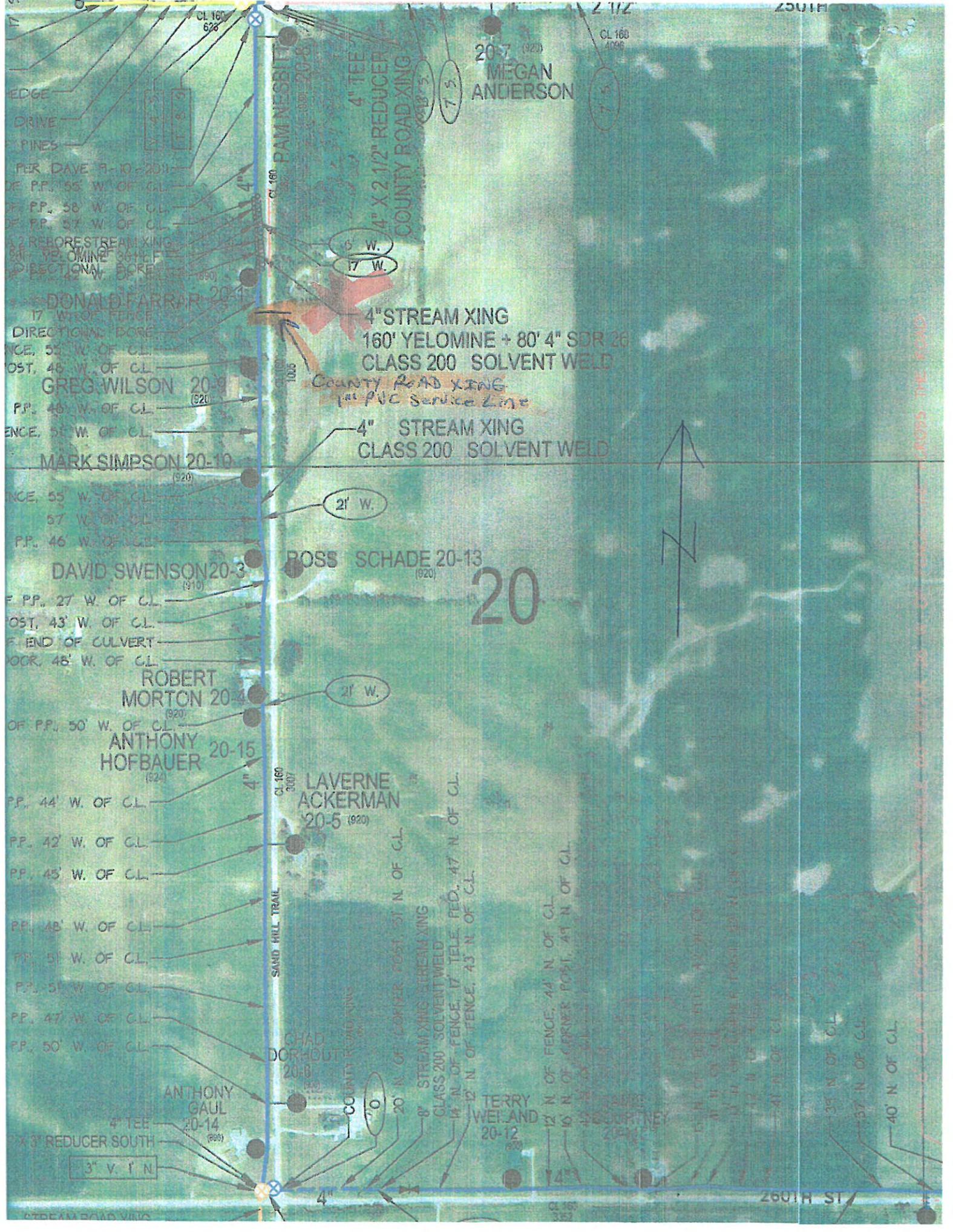
Dawn Miller  
County Engineer Phone no. 515-382-7355

Approved:

Date 5-18-21

Steve K. Holden  
Chair, Board of Supervisors  
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



EDGE  
DRIVE  
PINES  
PER DAVE 9-10-2011  
DE P.P. 55' W. OF C.L.  
OF P.P. 58' W. OF C.L.  
OF P.P. 57' W. OF C.L.  
2 REFORESTREAM XING  
84' YELOMINE 36" I.D.  
DIRECTIONAL BORE  
1850

DONALD FARRAR 20-1  
17' W. OF FENCE  
DIRECTIONAL BORE  
NCE, 55' W. OF C.L.  
OST, 48' W. OF C.L.  
GREG WILSON 20-9  
P.P. 48' W. OF C.L.  
ENCE, 55' W. OF C.L.

MARK SIMPSON 20-10  
NCE, 55' W. OF C.L.  
57' W. OF C.L.  
P.P. 46' W. OF C.L.

DAVID SWENSON 20-3  
P.P. 27' W. OF C.L.  
OST, 43' W. OF C.L.  
F. END OF CULVERT  
OCR, 48' W. OF C.L.

ROBERT MORTON 20-4  
OF P.P. 50' W. OF C.L.  
ANTHONY HOFBAUER 20-15  
P.P. 44' W. OF C.L.  
P.P. 42' W. OF C.L.  
P.P. 43' W. OF C.L.

PP. 48' W. OF C.L.  
PP. 51' W. OF C.L.  
PP. 51' W. OF C.L.  
PP. 47' W. OF C.L.  
PP. 50' W. OF C.L.

ANTHONY GAUL 20-14  
4" TEE  
X 3" REDUCER SOUTH  
3" V. 1" N

PAM NESBIT 20-8  
4" TEE  
4" X 2 1/2" REDUCER  
COUNTY ROAD XING  
CL 160 626  
CL 160 4096  
7.5  
7.5

4" STREAM XING  
160' YELOMINE + 80' 4" SDR 26  
CLASS 200 SOLVENT WELD  
COUNTY ROAD XING  
1" PVC SERVICE LINE

4" STREAM XING  
CLASS 200 SOLVENT WELD  
2' W.

ROSS SCHADE 20-13  
2' W.

ROBERT MORTON 20-4  
2' W.

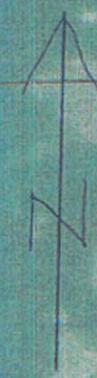
LAVERNE ACKERMAN 20-5  
4" TEE  
SAND HILL TRAIL  
CL 160 2007

CHAD DORHOUT 20-8  
COUNTY ROAD XING  
20' N. OF CORNER POST, 51' N. OF C.L.  
8" STREAM XING  
CLASS 200 SOLVENT WELD  
14' N. OF FENCE, 17' TELE. FED., 47' N. OF C.L.  
12' N. OF FENCE, 43' N. OF C.L.

ANTHONY GAUL 20-14  
4" TEE  
X 3" REDUCER SOUTH  
3" V. 1" N

20-7 (920)  
MEGAN ANDERSON  
CL 160 4096  
7.5

20



260TH ST

CROSS THE ROAD

## STORY COUNTY UTILITY PERMIT

Date 5/13/21

To the Board of Supervisors, Story County, Iowa:

The Windstream Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Data communications on secondary route 620th Ave, from 10th St to 10379 620th Avenue, a distance of 0.3 miles. (EPM #1167 - 71331903000019)

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 5/11/2021

Windstream Communications - Luke Niles  
Name of Company (Applicant - Permittee)

Luke Niles 501-748-5893  
by Phone no.

Recommended for Approval:

Date 5-11-21

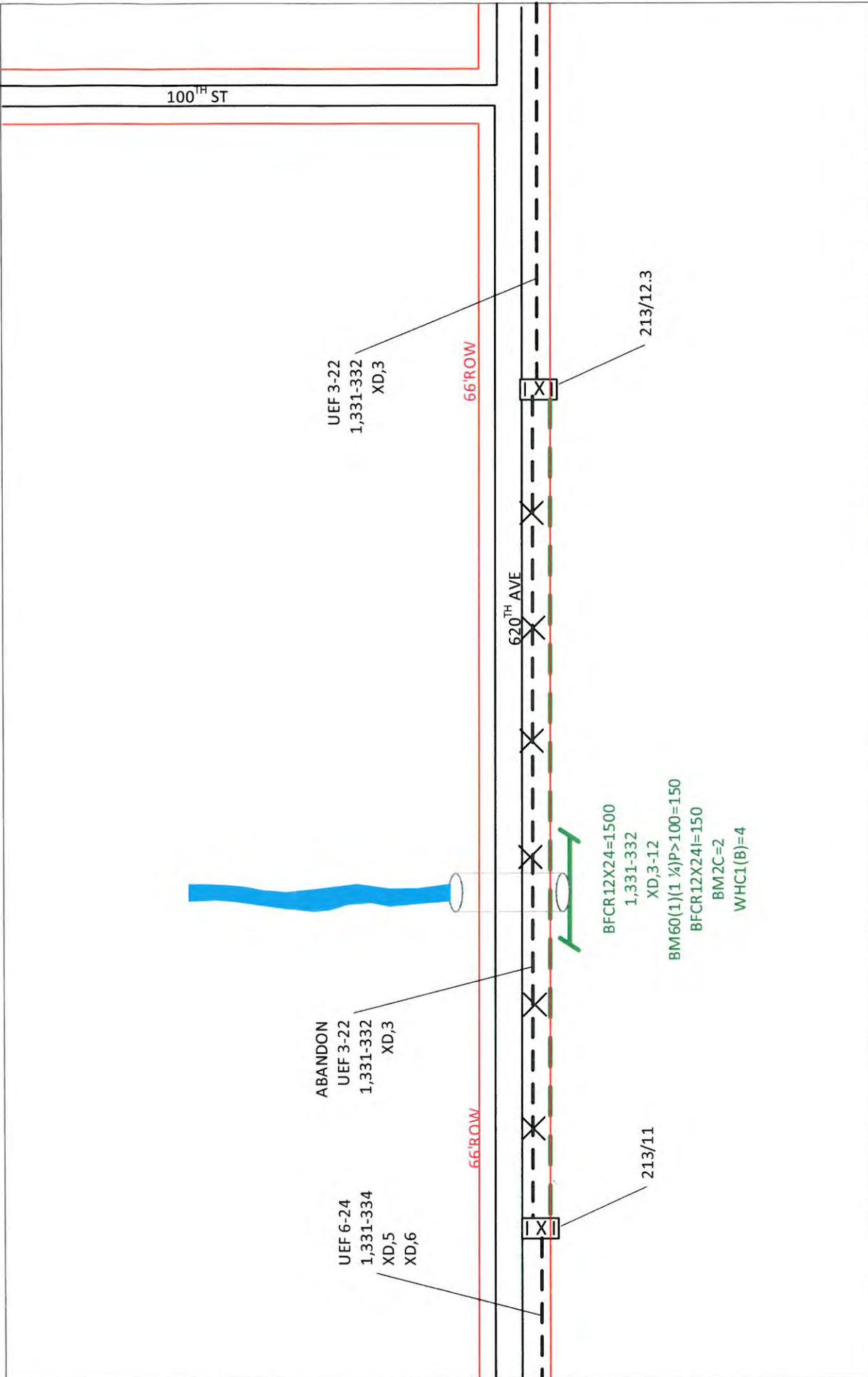
Janet M... 515-382-7355  
County Engineer Phone no.

Approved:

Date 5-18-21

...  
Chair, Board of Supervisors  
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



CALL ONE-CALL 1-800-292-8989  
48 HOURS PRIOR TO CONSTRUCTION

EXCH NAME: ROLD DATE: 5/6/2021

WO #: 71331903000019

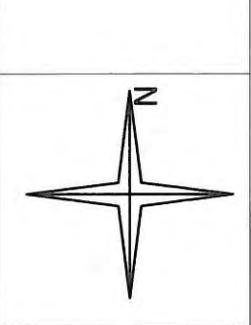
TITLE: RM ROLDIA PLACE LOWER COPPER  
CABLE FOR CULVERT CONSTRUCTION

DRWN: SRS PRINT: 1

**windstream.**

ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

BORE EXTRA DEEP UNDER CULVERT  
DO GET OUT OF WAY FOR CULVERT  
REPLACEMENT



## STORY COUNTY UTILITY PERMIT

Date 5/13/21

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of Iowa, with its principal place of business at 4001 N Rodney Parham Rd, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Data communications on secondary route Story Street, from 65551 Story Street, Nevada to Richland St, a distance of 0.42 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 5-10-21

Windstream Iowa Communications, LLC

Name of Company (Applicant - Permittee)

Albert Prah

501-748-4760

by

Phone no.

Recommended for Approval:

Date 5-10-21

Janice Allen

515-382-7355

County Engineer

Phone no.

Approved:

Date 5-18-21

Eric K. Hollers

Chair, Board of Supervisors  
Story County, Iowa

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LANCE FRAHM  
(718) 102-2109

*DISTRICT TILE  
IN WEST DITCH.  
MUST AVOID.*

65551

SEB2X22(B)=280  
FE,33-34  
BM2C=1  
WHC1(B)=2  
NID(1)3G(B)=1  
SEB-CO(B)=1  
SEB-COA(B)=1  
NID-MOD(B)=1

1203/3  
UKF25-24  
FE,1-6  
XD,7-25  
AE 25-22  
FE,1-6  
FE,33-34  
XD,9-25

1203/2  
FIM ST  
WHC1(B)=14

BM2C=2  
BFCR25X24=200  
FE,1-12  
FE,33-34  
XD,15-25

ABANDON  
AE 12-22  
FE,1-12

WHC1(B)=14  
AE 25-22  
FE,1-15  
FE,33-34  
XD,16-25

UEF 12-24  
FE,46-50  
XD,6-12

1201/1-2

1201/1

1200/3

1200/7

66' ROW

1200/1

1200/4

AE 50-22  
FE,1-43  
XD,44-50

1200/4

AE 50-22  
FE,1-43  
XD,44-50

AE 50-22  
FE,1-50

1200/5

AE 50-22  
FE,1-43  
XD,44-50

1200/4

1201/1

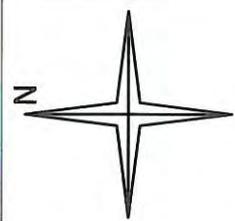
1200/4

AE 50-22  
FE,1-50

UEF 12-24  
FE,16-24  
XD,10-12

AE 3-22  
FE,16-18

AE 12-22  
FE,26-37



ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

REPLACE 12 PAIR AND ROUTE FE,33-34 THROUGH TO 1203/3 FOR DROP

CALL ONE-CALL 1-800-292-8989  
48 HOURS PRIOR TO CONSTRUCTION

EXCH NAME: NEVD DATE: 5/7/2021

WO #: 71331909800031

TITLE: GB NEVADA PLACE DROP FOR 65551 STORY ST

DRWN: SRS

PRINT: 1

## Options for Tanning Ordinance:

1. Adopt, in its entirety, by reference, Public Health (641) IAC Chapter 46, Minimum Requirements for Tanning Facilities. (NO AGE RESTRICTION)
2. Adopt, in its entirety, by reference, Public Health (641) IAC Chapter 46, AND prohibit clients under the age of 18 from using tanning devices (RECOMMENDED BY BOH)
3. Adopt, in its entirety, by reference, Public Health (641) IAC Chapter 46, AND prohibit clients under the age of 16 from using tanning devices AND, only allow 16 and 17 year old clients to use tanning devices if they have a parent's consent. (SCOTT COUNTY TOOK THIS APPROACH, SEE ORDINANCE BELOW).
4. Do not adopt any tanning ordinance.

**APPROVED**      **DENIED**

Board Member Initials: AKH

Meeting Date: 5-18-21

Follow-up action: BOS voted 2-1 to  
move forward with option 3

## Scott County's Ordinance:

### SEC. 39-5. CONSTRUCTION AND OPERATION

#### 7) Operation

##### a) Minimum Age

1. A tanning facility shall not allow a consumer under sixteen years of age to use a tanning device
2. A tanning facility may allow a consumer who is sixteen or seventeen years of age to use a tanning device if:
  - a. The consumer's parent is present on the initial visit to sign a parental permission form.
    - i) The parent must return to the facility to sign the parental permission form annually until the person turns eighteen.
  - b. The facility will make a photocopy or electronic scan of each consumer's driver's license or state ID and keep on file.
  - c. The facility will make a photocopy or electronic scan of the consumer's parent's driver's license or state ID (if the consumer is 16 or 17) and keep on file with the consumer's driver's license and the signed parental permission form.

Catherine Z. Bazylnski

---

**From:** State Of Iowa <StateOfIowa@public.govdelivery.com>  
**Sent:** Thursday, May 16, 2019 8:49 AM  
**To:** Catherine Z. Bazylnski  
**Subject:** Programmatic Updates from RAD and EHS Bureaus Plus Updated Directory

[External Sender - Please Use Caution]

[IDPH EHS and RH Directory 5.13.19.docx](#)

---

## Update from RAD and EHS Bureaus

Good morning-

We have had a busy week this week hosting the New Environmental Health Specialist Training and we wanted to update everyone on a few items that attendees were notified about at the training.

1.) The tanning program appropriation was eliminated during previous budget reductions and there is no indication that it will be restored to a capacity that will support the program activities. Due to this lack of funding, IDPH can only support the minimum administrative functions required to process new facility registration, ongoing renewals, and the most critical investigations/enforcement (i.e. public injury complaints).

***IDPH no longer has personnel with expertise in performance of tanning inspections and without funding has no capacity to hire or train someone to support the counties in inspection activities as outlined in the current 28E contract. Due to this, we will be removing the delegation of tanning inspections from the 28E contract during the next contract period. Counties that have adopted local ordinances may continue to perform tanning oversight or inspections under their own county authority, however IDPH is not able to support the delegation of inspection activities to local boards of health.***

2.) The Bureau of Environmental Health Services is currently going through staffing changes. There will be one person laid off in our Bureau as well as the inability to fill two vacant positions. While these three positions are located in our fee programs, it does affect the entire Bureau as tasks are reassigned and employees are covering

tasks under multiple programs. The Bureau does strive to provide excellent customer service to our local boards of health as well as our inspectors, but please expect a delay in activities or responses.

3.) We are finalizing Grants to Counties and Pool and Tattoo 28E Agreements. Please watch for those applications to be announced. Kelly Barge who is a new addition to the GTC, Pool and Tattoo Programs will be assisting with contract routing.

4.) We are attaching an updated Directory of staff in the the RAD and EHS Bureaus.

**Angela Leek**

Bureau Chief | Bureau of Radiological Health | ADPER&EH Division | Iowa  
Department of Public Health | 321 E. 12th Street | Des Moines, Iowa 50319 |  
Main/Mobile: (515) 371-2255 | Fax: (515) 281-4529 | Bureau Phone: (515) 281-  
3478 | [angela.leek@idph.iowa.gov](mailto:angela.leek@idph.iowa.gov)

**Carmily Stone, MPH**

Bureau Chief | Bureau of Environmental Health Services |

Division of ADPER & EH | Iowa Department of Public Health |

321 E. 12th St | Des Moines, IA 50319 |

Office: 515-281-0921 | [Carmily.Stone@idph.iowa.gov](mailto:Carmily.Stone@idph.iowa.gov)

CHAPTER 46  
MINIMUM REQUIREMENTS FOR TANNING FACILITIES

**641—46.1(136D) Purpose and scope.** This chapter provides for the permitting and regulation of tanning facilities and devices used for the purpose of tanning human skin through the application of ultraviolet radiation. This includes, but is not limited to, public and private businesses, hotels, motels, apartments, condominiums, and health and country clubs.

All references to Code of Federal Regulations (CFR) in this chapter are those in effect as of April 30, 2007.

These rules stipulate minimum safety requirements relating to the operation of tanning devices; procedures for obtaining a permit; qualifications for tanning facility operators; and procedures for health departments to provide for the inspection of tanning facilities and enforcement of these rules. Tanning facilities which are in compliance with these rules are not relieved from the requirements of any other federal and state regulations or local ordinances.

**641—46.2(136D) Definitions.**

*"Board of health"* means a county, city, or district board of health that has a 28E agreement with the Iowa department of public health to perform inspections under this chapter.

*"Cleansing"* means to remove soil, dirt, oils or other residues from the surface of the tanning unit which may come into contact with the skin.

*"Cleansing agent"* means a substance capable of producing the effect of "cleansing." These agents shall not adversely affect the equipment or the health of the consumer and shall be acceptable to the department or board of health.

*"Consumer"* means any member of the public who is provided access to a tanning facility in exchange for a fee or other compensation, or any individual who, in exchange for a fee or other compensation, is afforded use of a tanning facility as a condition or benefit of membership or access.

*"Department"* means the Iowa department of public health.

*"Director"* means the director of public health or the director's designee.

*"Exposure position"* means any position, distance, orientation, or location relative to the radiation surfaces of a tanning device at which the user is intended to be exposed to ultraviolet radiation from the product, as recommended by the manufacturer.

*"Formal training"* means a course of instruction approved by the department for operators of tanning facilities.

*"Health care professional"* means an individual, licensed by the state of Iowa, who has received formal medical training in the use of phototherapy.

*"Inspection"* means an official examination or observation including but not limited to tests, surveys, and monitoring to determine compliance with rules, orders, requirements, and conditions of these rules.

*"Manufacturer's recommendations"* means written guidelines established by a manufacturer and approved by the U.S. Food and Drug Administration for the installation and operation of the manufacturer's equipment.

*"Operator"* means an individual designated to control operation of the tanning facility and to instruct and assist the consumer in the proper operation of the tanning devices.

*"Permit"* or *"permit to operate"* means a document issued by the department which authorizes a person to operate a tanning facility in Iowa.

*"Person"* means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, agency, political subdivision of this state, any other state or political subdivision or agency thereof, and any legal successor, representative, agent, or agency of the foregoing, but shall not include federal government agencies.

*"Phototherapy device"* means a piece of equipment that emits ultraviolet radiation and is used by a health care professional in the treatment of disease.

*"Tanning device"* means any equipment that emits electromagnetic radiation with wavelengths in air between 200 and 400 nanometers and that is used for tanning of human skin, such as sunlamps,

tanning booths, or tanning beds. The terms also include any accompanying equipment such as protective eyewear, timers, and handrails.

*"Tanning facility"* means a place that provides access to tanning devices for compensation.

*"Ultraviolet radiation"* means electromagnetic radiation with wavelengths in air between 200 and 400 nanometers.

**641—46.3(136D) Exemptions.** The department may, upon application or upon its own initiative, grant exemptions from the requirements of these rules as long as it will not result in undue hazard to public health and safety. The following categories of devices are exempt from the provisions of this chapter:

**46.3(1) Other purposes.** Devices intended for purposes other than the deliberate exposure of human skin to ultraviolet radiation which produce or emit ultraviolet radiation incidental to their proper operation.

**46.3(2) Personal use.** Tanning devices which are limited exclusively to personal use by an individual and this individual's immediate family. Multiple ownership of the device by persons for personal use only does not qualify it for the "personal use only" exemption.

**46.3(3) Phototherapy devices.** Phototherapy devices used by a properly trained health care professional in the treatment of disease.

**641—46.4(136D) Permits and fees.**

**46.4(1) Permit to operate.** No tanning facility shall be operated in the state without having a permit to operate issued by the department.

**46.4(2) Application requirements for permit.** Each person acquiring or establishing a tanning facility shall:

*a.* Apply for a permit prior to beginning operation. The application shall be completed on forms provided by the department or board of health and shall contain all information required by the form and accompanying instructions. A nonrefundable application fee of \$5 shall be remitted with the application.

*b.* A \$15 returned check fee will be charged for each check returned for insufficient funds.

*c.* The permit holder shall notify the department in writing within 30 days of any changes, additions, or deletions to the initial or renewal application as appropriate. This request does not apply to changes involving replacement of components in tanning equipment.

**46.4(3) Expiration of permit.** Except as provided in 46.4(4) "b," each permit shall expire at the end of the specified day in the month and year stated therein.

**46.4(4) Renewal of permit.**

*a.* Permits shall be renewed annually upon acceptance of a renewal application provided by the department and upon receipt of the renewal fee of \$5.

*b.* If application has been filed prior to the expiration date of the existing permit, the existing permit shall not expire until the application status has been finally determined by the department.

*c.* A \$25 fee will be charged per month for failure to pay annual permit fees starting the month of expiration of the facility's permit to operate. This fee is added to the annual fee not paid.

**46.4(5) Transfer or termination of permit.**

*a.* No permit shall be transferable from one person to another or from one tanning facility to another.

*b.* A permit shall be returned to the department or board of health if the facility ceases business or otherwise ceases on a permanent basis or changes ownership.

**46.4(6) Denial, revocation, or termination of permit.**

*a.* The department may deny, suspend or revoke a permit applied for or issued pursuant to this chapter for any of the following reasons:

(1) Submission of false statements in the application for a permit or in any statement of fact required by provisions of this chapter;

(2) Because of conditions revealed by the application or any report, record, inspection or other means which would warrant the department to refuse to grant a permit on an original application;

(3) Operation of the tanning facility in a manner that causes or threatens to cause hazard to the public health or safety;

(4) Failure to allow authorized representatives of the department or board of health to enter the tanning facility at reasonable times for the purpose of determining compliance with the provisions of this chapter, conditions of the permit or an order of the department or board of health;

(5) Failure to pay fees or costs required in rule 46.4(136D);

(6) Violation of any of the provisions of this chapter or of Iowa Code chapter 136D.

*b.* Except in cases where public health and safety require otherwise, prior to the institution of proceedings for suspension or revocation of a permit, the department or board of health shall:

(1) Call to the attention of the permit holder, in writing, the facts or conduct which may warrant such actions, and

(2) Provide opportunity for the permit holder to demonstrate or achieve compliance with all lawful requirements.

*c.* Any person aggrieved by a decision by the department to deny a permit or to suspend or revoke a permit after issuance may request a hearing under procedures established by the department.

*d.* Once a permit to operate has been suspended or revoked, it may be reinstated upon receipt of a fee of \$50 and completion of all other agency requirements. This fee is in addition to other applicable fees.

**46.4(7) Inspections.**

*a.* Inspections shall be conducted annually.

*b.* Inspection cost.

(1) An inspection cost of \$33 per tanning device shall be billed to the permit holder up to a maximum of \$330 per facility.

(2) Inspection costs shall be due upon receipt of payment due. When the tanning facility is located within a contracted area of a board of health, the costs billed will be paid to the contracted board of health or its designee.

(3) Inspection costs not received within 45 days of the date of billing will be assessed a \$25 penalty for each month or fraction thereof that the bill is delinquent.

(4) A penalty fee of \$25 per facility may be assessed for the following:

1. Failure to respond to a notice of violation within 30 days of the date of the inspection.

2. Failure to correct violations cited during the inspection.

*c.* Inspections shall include the following areas: proper operation and maintenance of devices, review of required records and training documentation, operator understanding and competency, and the requirements of these rules.

**641—46.5(136D) Construction and operation of tanning facilities.** Unless otherwise ordered or approved by the department, each tanning facility shall be constructed, operated, and maintained to meet the following minimum requirements:

**46.5(1)** A tanning facility shall provide and post the following warning signs and statements that describe the hazards associated with the use of tanning devices:

*a.* A warning sign in a conspicuous location readily visible to persons entering the establishment. This warning sign shall use 0.5-inch (12.7-millimeter) letters for “DANGER, ULTRAVIOLET RADIATION” and 0.25-inch (6.4-millimeter) letters for all other lettering. The sign shall use red lettering against a white background, be at least 9.0 inches by 12.0 inches (22.9 centimeters × 30.5 centimeters) and have the following wording:

DANGER

ULTRAVIOLET RADIATION

— Overexposure can cause

- Eye and skin injury
- Allergic reaction

- Repeated exposure may cause
  - Premature aging of the skin
  - Skin cancer
- Failure to wear protective eyewear may result in
  - Severe burns to eyes
  - Long-term injury to eyes
- Medication or cosmetics may increase your sensitivity

*b.* A warning sign with the identical wording set forth in 46.5(1)“*a*” posted within one meter of the tanning device in a conspicuous location readily visible to a person preparing to use the device. This warning sign shall use 0.5-inch (12.7-millimeter) letters for “DANGER, ULTRAVIOLET RADIATION” and 0.25-inch (6.4-millimeter) letters for all other lettering. The sign shall use red lettering against a white background and be at least 6 inches by 9 inches (15.2 centimeters × 22.9 centimeters) in size.

*c.* A tanning facility shall require each consumer to read the information in Appendices 1, 2, and 3 prior to the consumer’s initial exposure and annually thereafter.

(1) The operator shall then require the consumer to sign a statement that the information has been read and understood.

(2) The information in Appendices 1, 2, and 3 shall be posted in each tanning room.

**46.5(2) Federal certification.**

*a.* Only tanning devices manufactured and certified under the provisions of 21 CFR Part 1040.20, “Sunlamp products and ultraviolet lamps intended for use in sunlamp products,” shall be used in tanning facilities. Compliance shall be based on the standard in effect at the time of manufacture as shown on the device identification label required by 21 CFR Parts 1010.2 and 1010.3.

*b.* Labeling shall meet the following requirements, be visible on each unit and be permanently affixed. Labeling shall include:

(1) A warning statement with the words “DANGER-Ultraviolet radiation. Follow instructions. Avoid overexposure. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions. Repeated exposure may cause premature aging of the skin and skin cancer. WEAR PROTECTIVE EYEWEAR; FAILURE TO MAY RESULT IN SEVERE BURNS OR LONG-TERM INJURY TO THE EYES. Medications or cosmetics may increase your sensitivity to the ultraviolet radiation. Consult a physician before using a sunlamp if you are using medications or have a history of skin problems or believe yourself especially sensitive to sunlight. If you do not tan in the sun, you are unlikely to tan from the use of this product.”

(2) Recommended exposure position(s). Any exposure position may be expressed either in terms of a distance specified both in meters and in feet (or in inches) or through the use of markings or other means to indicate clearly the recommended exposure position.

(3) Directions for achieving the recommended exposure position(s) and a warning that the use of other positions may result in overexposure.

(4) A recommended exposure schedule including duration and spacing of sequential exposures and maximum exposure time(s) in minutes.

(5) A statement of the time it may take before the expected results appear.

(6) Designation of the ultraviolet lamp type to be used in the product.

**46.5(3) Tanning device timers.**

*a.* Each tanning device shall have a timer which complies with the requirements of 21 CFR Part 1040.20. The maximum timer interval shall not exceed the manufacturer’s maximum recommended exposure time by a factor greater than ± 10 percent of the indicated setting.

*b.* Each tanning device must have a method of remote timing located so that consumers may not control their own exposure time.

*c.* Tokens for token timers shall not be issued to any consumer in quantities greater than the device manufacturer’s maximum recommended exposure time for the consumer.

**46.5(4)** Each tanning device shall incorporate a control on the product to enable the consumer to manually terminate the radiation emission from the product at any time without disconnecting the electrical source or removing the ultraviolet lamp.

**46.5(5)** The operator shall ensure that the facility's interior temperature does not exceed 100 degrees F or 38 degrees C.

**46.5(6)** Condition of tanning devices.

*a.* There shall be physical barriers to protect consumers from injury induced by falling against or breaking the lamps.

*b.* The tanning devices shall be maintained in good repair and comply with all state and local electrical code requirements.

**46.5(7)** Additional requirements for stand-up booths.

*a.* There shall be physical barriers (e.g., handrails) or other means (floor markings) to indicate the proper exposure distance between ultraviolet lamps and the consumer's skin.

*b.* The construction of the booth shall be such that it will withstand the stress of use and the impact of a falling person.

*c.* Access to the booth shall be of rigid construction; doors shall open outwardly. Handrails and nonslip floors shall be provided.

**46.5(8)** Protective eyewear.

*a.* Eyewear shall not be reused by another consumer.

*b.* Protective eyewear shall meet the requirements of 21 CFR Part 1040.20(c)(4).

*c.* Protective eyewear shall not be altered in any manner that would change its use as intended by the manufacturer (e.g., removal of straps).

*d.* A tanning facility operator shall not allow a consumer to use a tanning device if that consumer does not use the protective eyewear required by this subrule. To verify that a consumer has the proper eyewear, the operator must:

(1) Ask to see the eyewear before the consumer enters the tanning room; or

(2) Provide disposable eyewear in the tanning room at all times and post a sign stating that the disposable eyewear is available and that eyewear must be worn.

*e.* A tanning facility operator shall instruct the consumer in the proper utilization of the protective eyewear required by this subrule.

**46.5(9)** Operation.

*a.* A trained operator must be present when a tanning device is operated. The operator must be within hearing distance to allow the consumer to easily summon help if necessary. If the operator is not in the immediate vicinity during use, the following conditions must be met:

(1) The consumer can summon help through use of an audible device such as an intercom or buzzer; and

(2) The operator or emergency personnel can reach the consumer within a reasonable amount of time after being summoned.

*b.* The facility permit to operate shall be displayed in an open public area of the tanning facility.

*c.* A record shall be kept by the facility operator of each consumer's total number of tanning visits and tanning times, exposure lengths in minutes, times and dates of the exposure, and any injuries or illness resulting from the use of a tanning device.

*d.* Any tanning injury not requiring a physician's care and any resulting changes in tanning sessions shall be noted in the consumer's file. A written report of any tanning injury requiring a physician's care shall be forwarded by the permit holder to the department within five working days of its occurrence or knowledge thereof. The report shall include:

(1) The name of the affected individual;

(2) The name and location of the tanning facility involved;

(3) The nature of the injury;

(4) The name and address of the health care provider treating the affected individual, if any; and

(5) Any other information considered relevant to the situation.

*e.* Defective or burned-out lamps or filters shall be replaced with a type intended for use in that device as specified on the product label on the tanning device or with lamps or filters that are "equivalent" under 21 CFR Part 1040, Section 1040.20, and policies applicable at the time of lamp manufacture.

*f.* The permit holder shall replace ultraviolet lamps and bulbs, which are not otherwise defective or damaged, at such frequency or after such duration of use as may be recommended by the manufacturer of such lamps or bulbs.

*g.* Contact surfaces of tanning devices shall be:

(1) Cleansed by the operator with a cleansing agent between each use;

(2) Covered by a nonreusable protective material during each use; or

(3) Cleansed by the consumer provided the following conditions are met:

1. The operator instructs the consumer annually on how to properly cleanse the unit;

2. The consumer annually signs a statement stating that the consumer agrees to cleanse the unit after each use;

3. Signs are posted in each tanning room reminding the consumer to cleanse the tanning unit after each use and stating the proper way to cleanse the unit; and

4. The operator cleanses the tanning unit at least once a day.

*h.* Any records or documentation required by this chapter must be maintained in the tanning facility for a minimum of two years. Records maintained on computer systems shall be regularly copied, at least monthly, and updated on storage media other than the hard drive of the computer. An electronic record must be retrievable as a printed copy.

*i.* The operator shall limit the exposure of the consumer to the maximum exposure frequency and session duration recommended by the manufacturer.

*j.* When a tanning device is being used, no other person shall be allowed to remain in the tanning device area.

*k.* No person or facility shall advertise or promote tanning packages labeled as "unlimited" unless tanning frequency limits set by the manufacturer are included in advertisements.

**46.5(10) Training of operators.**

*a.* No individual shall begin functioning as an operator unless the individual has satisfactorily completed a training program. Training shall include but not be limited to:

(1) The requirements of this chapter;

(2) Procedures for correct operation of the tanning facility and tanning devices;

(3) The determination of skin type of consumers and appropriate determination of duration of exposure to tanning devices;

(4) Recognition of reaction or overexposure;

(5) Manufacturer's procedures for operation and maintenance of tanning devices;

*b.* Owners and managers must complete formal training approved by the department. All owners and managers trained after December 31, 1997, must satisfactorily pass a certification examination approved by the department before operating a tanning facility or training employees.

*c.* For operators trained after December 31, 1997. Owners and managers are responsible to train operators in the above topics and to provide review as necessary. Training programs shall be approved by the department and include final testing. Operators shall be questioned during inspections as to the level of their understanding and competency in operating the tanning device.

*d.* Proof of training for both owner/managers and employees must be maintained in the tanning facility and available for inspection. For operators trained after December 31, 1997, the employee record shall be the original test which bears the signature of the employee, the date, and a statement signifying that all answers have been completed by the employee and without prior knowledge of the scoring key.

*e.* Operators shall be at least 16 years of age.

*f.* Operators shall complete the required training and testing every five years.

**46.5(11) Promotional materials.** A tanning facility shall not claim, or distribute promotional materials that claim, that using a tanning device is safe or free from risk or that the use of the device will result in medical or health benefits. The only claim that may be made is that the device is for cosmetic use only.

**46.5(12)** Requirements for electronically controlled facilities. Electronically controlled facilities are those facilities that rely on electronic means to monitor consumers.

*a.* Entry into the facility is allowed by card only. Two individuals may not enter under the same card. The card is specifically activated for tanning use if the facility offers other activities.

*b.* Police and all emergency services will have access to the facility through a key box located outside the entrance of the facility.

*c.* The tanning unit will not activate if the card is not programmed for tanning. The card will not activate if two individuals are in the tanning room.

*d.* The consumer must sign a tanning agreement that states the number of minutes per session, that the consumer agrees to wear protective eyewear, that the consumer will cleanse the unit after tanning, and that the consumer is aware of the emergency access in each room.

*e.* The card will be programmed for the number of minutes the consumer is allowed to tan. The card may be reprogrammed for an increase in minutes per session only after the consumer has reviewed and re-signed the Tanning Agreement. After 30 consecutive days without the consumer's accessing the tanning facility, the card will be deactivated and the consumer must reapply to access the tanning unit.

*f.* The operator will demonstrate to each consumer how to properly cleanse the unit after tanning, including the top, bottom, and handles. A sign will be placed in each room explaining the cleansing process. The operator will cleanse the units at least once a day when they are in use.

*g.* Free disposable eyewear will be placed in each room along with a sign stating that the disposable eyewear is available and that eyewear must be worn.

*h.* An emergency call button or device will be placed in each tanning room conveniently located within reach of the tanning bed. This device will call the operator or emergency personnel.

*i.* During annual inspections, the inspector may ask any consumer about any of the above processes.

**641—46.6(136D) Inspections, violations and injunctions.**

**46.6(1)** The director or an authorized agent shall have access at all reasonable times to any tanning facility to inspect the facility to determine if this chapter is being violated.

**46.6(2)** A person who operates or uses a tanning device or tanning facility in violation of this chapter or of any rule adopted pursuant to this chapter is guilty of a simple misdemeanor.

**46.6(3)** If the agency finds that a person has violated, or is violating or threatening to violate, this chapter and that the violation creates an immediate threat to the health and safety of the public, the agency may petition the district court for a temporary restraining order to restrain the violation or threat of violation.

If a person has violated, or is violating or threatening to violate, this chapter, the agency may petition the district court for an injunction to prohibit the person from continuing the violation or threat of violation.

**46.6(4)** On application for injunctive relief and a finding that a person is violating or threatening to violate this chapter, the district court shall grant any injunctive relief warranted by the facts.

**46.6(5) Enforcement.**

*a.* The department shall take the following steps or use county ordinances or any other applicable ordinances, resolutions, rules or regulations when enforcement of these rules is necessary.

(1) Cite each section of the Iowa Code or rules violated.

(2) Specify the manner in which the owner or operator failed to comply.

(3) Specify the steps required for correcting the violation.

(4) Request a corrective action plan, including a time schedule for completion of the plan.

(5) Set a reasonable time limit, not to exceed 30 days from the receipt of the notice, within which the permit holder must respond.

*b.* The department shall review the corrective action plan and approve it or require that it be modified.

*c.* In cases where the permit holder fails to comply with conditions of the written notice, the agency shall send a regulatory letter, via certified mail, advising the permit holder that unless action is

taken within five days of receipt, the case shall be turned over to the appropriate state/city/county attorney for court action.

Appendix 1  
POTENTIAL PHOTSENSITIZING AGENTS

1. Not all individuals who use or take these agents will experience a photosensitive reaction or the same degree of photosensitive reaction. An individual who experiences a reaction on one occasion will not necessarily experience it again or every time.

2. Names of agents should be considered only as examples. They do not represent all the names under which a product may be sold. A more complete list is available from the facility operator.

3. If you are using an agent in any of these classes, you should reduce UV exposure even if your particular medication is not listed.

Acne treatment (Retinoic acid, Retin-A) Psoralens (5-Methoxypsoralen, 8-Methoxypsoralen, 4,5,8-trimethyl-psoralen)

Antibacterials (deodorant bar soaps, antiseptics, cosmetics, halogenated carbanilides, halogenated phenols, halogenated salicylanilides, bithionol, chlorhexidine, hexachlorophene)

Antibiotics, anti-infectives (Tetracyclines)

Anticonvulsants (carbamazepine, trimethadione, promethazine)

Antidepressants (amitriptyline, Desipramine, Imipramine, Nortriptyline, Protriptyline), Tranquilizers, anti-emetics (Phenothiazines)

Antidiabetics (glucose-lowering agents) (sulfonylureas, oral antidiabetics, hypoglycemics)

Antihistamines (diphenhydramine, promethazine, triprolidine, chlorpheniramine)

Anti-inflammatory (Piroxicam), Non-steroidal anti-inflammatory drugs (Ibuprofen, Naproxen, Piroxicam)

Antimicrobials (griseofulvin), Sulfonamides ("Sulfa drugs," antimicrobials, anti-infectives)

Atropine-like drugs (anticholinergics, antiparkinsonism drugs, antispasmodics, synthetic muscle relaxants)

Coal tar and derivatives (Denorex, Tegrin, petroleum products used for psoriasis and chronic eczema and in shampoos)

Contraceptives, oral and estrogens (birth control pills, estrogens, progesterones)

Dyes (used in cosmetic ingredients, acridine, anthracene, eosin (lipstick), erythrosine, fluorescein, methyl violet, methylene blue, rose bengal)

Perfumes and toilet articles (musk ambrette, oil of bergamot, oil of cedar, oil of citron, oil of lavender, oil of lemon, oil of lime, oil of rosemary, oil of sandalwood)

Thiazide diuretics ("water pills")

## Appendix 2

## SUN-REACTIVE SKIN TYPES USED IN CLINICAL PRACTICE

SKIN TYPE	SKIN REACTIONS TO SOLAR RADIATION <sup>(a)</sup> EXAMPLES	EXAMPLES
I	Always burns easily and severely (painful burn). Tans little or none and peels.	People most often with fair skin, blue eyes, freckles. Unexposed skin is white.
II	Usually burns easily and severely (painful burn). Tans minimally or lightly, also peels.	People most often with fair skin; red or blonde hair; blue, hazel or even brown eyes. Unexposed skin is white.
III	Burns moderately and tans about average.	Normal average Caucasoid. Unexposed skin is white.
IV	Burns minimally, tans easily, and above average with each exposure. Exhibits IPD (immediate pigment darkening) reaction.	People with white or light brown skin, dark skin, dark brown hair, dark eyes. Unexposed skin is brown.
V	Rarely burns, tans easily and substantially. Always exhibits IPD reaction.	Unexposed skin is brown.
VI	Never burns and tans profusely; exhibits IPD reaction.	Unexposed skin is black.

(a) Based in the first 45-60 minutes (= 2-3 minimum erythema dose) exposure of the summer sun (early June) at sea level

(b) Rescinded IAB 3/29/06, effective 5/3/06.

Appendix 3  
POTENTIAL NEGATIVE HEALTH EFFECTS  
RELATED TO ULTRAVIOLET EXPOSURE

1. Increased risk of skin cancer later in life.
2. Increased risk of skin thickening, age spots, irregular pigmentation, and premature aging.
3. Possibility of burning or rash, especially if using any of the potential photosensitizing drugs and agents. The consumer should consult a physician before using a tanning device if using medications, if there is a history of skin problems or if the consumer is especially sensitive to sunlight.
4. Increased risk of eye damage unless proper eyewear is worn. Iowa law requires the use of proper eyewear during tanning sessions.

TANNING SYSTEMS

1. Low-pressure tanning systems use a higher percentage of UVB rays which penetrate only the upper layer of skin and can cause burning more easily than high-pressure tanning systems. Low-pressure systems require more frequent sessions to maintain a tan. High-intensity tanning systems use more lamps and shorter tanning sessions than low-intensity tanning systems. These are still classified as low-pressure systems.
2. High-pressure tanning systems use a higher percentage of UVA rays which penetrate more deeply and can permanently damage the lower layers of skin and increase the incidences of skin cancers. High-pressure systems require fewer and less frequent sessions to maintain a tan.
3. The exposure schedule for each specific unit is shown on the labeling on the tanning unit. Iowa law requires the operator to limit the exposure of each consumer to the exposure schedule shown on the unit in which the consumer is tanning.

These rules are intended to implement Iowa Code chapter 136D.

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